



## **SCHEDULE OF TENDER (SOT)**

| Item                                                                                                                                                                      | Description                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| e-Tender no                                                                                                                                                               | RBI/CAB PUNE/Estate/16/23-24/ET/174                                                                                                                                           |
| Name of the work                                                                                                                                                          | DSITC of Modular Work Stations, Cabin Work tables & associated utilities/ accessories for office area at Mahanadi ground floor at RBI, CAB, Pune                              |
| Mode Of Tender                                                                                                                                                            | e-Procurement System<br>(Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> ) |
| Date of NIT available to parties to download                                                                                                                              | From 05:00 PM of 07.11.2023                                                                                                                                                   |
| Pre-Bid meeting                                                                                                                                                           | At 11:00 AM on 10.11.2023                                                                                                                                                     |
| Earnest Money Deposit                                                                                                                                                     | ₹51,850/-                                                                                                                                                                     |
| Tender Fees                                                                                                                                                               | NIL                                                                                                                                                                           |
| Date of starting of e-Tender for submission of online Techno-Commercial Bid and price bid at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> | 5:00 PM of 16.11.2023                                                                                                                                                         |
| Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid                                                                                    | 10:00 AM of 23.11.2023                                                                                                                                                        |
| Date & time of opening of Part-I<br>(i.e. Techno-Commercial Bid)<br>Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately             | 11:00 AM of 23.11.2023                                                                                                                                                        |
| MSTC Transaction Fee                                                                                                                                                      | Amount as prescribed by MSTC Ltd.                                                                                                                                             |

**COLLEGE OF AGRICULTURAL BANKING  
RESERVE BANK OF INDIA  
PUNE**

**RBI/CAB PUNE/Estate/16/23-24/ET/174  
e-TENDER FOR**

**Design, Supply, Installation, Testing and Commissioning (DSITC) of  
Modular Work Stations, Cabin Work tables & associated utilities /  
accessories for Office Area at Mahanadi Ground Floor at RBI, CAB,  
Pune**

**Part I**

**(Containing Section I to Section IX)**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**Pre-Bid meeting: At 11:00 AM on 10.11.2023**

**Due Date and time of Submission of e-Tender: 10:00 AM of 23.11.2023**

| <b>Contents : Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables &amp; associated utilities / accessories for Office Area at Mahanadi Ground Floor</b> |             |                 |
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### **SCHEDULE OF TENDER (SOT)**

| Item                                                                                                                                                                      | Description                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| e-Tender no                                                                                                                                                               | RBI/CAB PUNE/Estate/16/23-24/ET/174                                                                                                                                           |
| Name of the work                                                                                                                                                          | DSITC of Modular Work Stations, Cabin Work tables & associated utilities/ accessories for office area at Mahanadi ground floor at RBI, CAB, Pune                              |
| Mode Of Tender                                                                                                                                                            | e-Procurement System<br>(Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> ) |
| Date of NIT available to parties to download                                                                                                                              | From 05:00 PM of 07.11.2023                                                                                                                                                   |
| Pre-Bid meeting                                                                                                                                                           | At 11:00 AM on 10.11.2023                                                                                                                                                     |
| Earnest Money Deposit                                                                                                                                                     | ₹51,850/-                                                                                                                                                                     |
| Tender Fees                                                                                                                                                               | NIL                                                                                                                                                                           |
| Date of starting of e-Tender for submission of online Techno-Commercial Bid and price bid at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> | 5:00 PM of 16.11.2023                                                                                                                                                         |
| Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid                                                                                    | 10:00 AM of 23.11.2023                                                                                                                                                        |
| Date & time of opening of Part-I (i.e. Techno-Commercial Bid)<br>Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately                | 11:00 AM of 23.11.2023                                                                                                                                                        |
| MSTC Transaction Fee                                                                                                                                                      | Amount as prescribed by MSTC Ltd.                                                                                                                                             |

## SECTION - I

### Form of Tender

Place:

Date:

Principal  
Chief General Manager,  
College of Agricultural Banking  
Reserve Bank of India  
Premises Section,  
Pune

Dear Sir,

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

#### **Memorandum**

|     |                                                   |   |                                                                                                                                                                                           |
|-----|---------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) | Description of work                               | : | Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor |
| (b) | Estimated cost (₹)                                | : | As specified in Schedule 'E' of the Tender                                                                                                                                                |
| (c) | Earnest Money (₹.)                                | : | As specified in Schedule 'E' of the Tender                                                                                                                                                |
| (d) | Performance Guarantee                             | : | Bank Guarantee from any Scheduled Bank as per proforma at <a href="#">Annex 4</a> of this tender, for an amount equal to 5% of the Contract Amount                                        |
| (e) | Percentage, if any, to be deducted from each bill | : | 5%                                                                                                                                                                                        |
| (f) | Time allowed for completion of the work           | : | As specified in Schedule 'E' of the Tender                                                                                                                                                |

2. We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.
3. A sum of **51,850/-** only is hereby forwarded/uploaded in the form as specified in Schedule 'E' of the tender document as Earnest Money. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.
5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank's Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
6. I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.
7. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
8. Our bankers are (Name and full address)

|      |  |
|------|--|
| (i)  |  |
| (ii) |  |

The names of partners of our firm are:

|      |  |
|------|--|
| (i)  |  |
| (ii) |  |

|                                                                                                                                                                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Name of the partner of the firm authorized to sign                                                                                                                                                    |  |
| OR                                                                                                                                                                                                    |  |
| Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney in the prescribed format as per <a href="#">Annex 5</a> of this tender should be attached) |  |

Yours faithfully,

**Signature of Contractor with seal**

Signatures and addresses of witnesses

|      | Signature | Address |
|------|-----------|---------|
| (i)  |           |         |
| (ii) |           |         |

## **Section II**

### **1. SCOPE OF WORK**

#### **1.1 Description of Work:**

Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor

1.2 The scope of proposed work shall be as per the layout plans/drawings, schedule of quantities and specifications given in this tender document.

1.3 It is not the intent to specify completely herein all details of work covered under this enquiry. Scope of work may also include such other related works as indicated in the drawings and /or schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Bank's Engineer and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall, fulfill the anticipated performance during the CONTRACTOR's warranty period in a manner acceptable to the Bank as specified hereunder.

1.4 Various works covered in this specification shall include design of components and systems, furnishing of all materials, labour, tools, plants and equipment, transportation, fabrication, fixing, installation, testing, supervision and execution as per schedule of quantities, technical specifications, drawings/plans, etc. as provided herein and as directed by the Bank's Engineer

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

**Place**

**Signature of Bidder**

**Date**



## Section III

### General Rules and Instructions to the Bidders

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

#### PRE-QUALIFICATION CRITERIA

|   |                                      |                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Composition of the firm/organization | Details of Registration of the firm /organisation-whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. - Name of Registering Authority, Date, and Registration number, etc.                                                 | Bidder should fill up information in <b>Format 1 and Format 1A</b> annexed hereto and submit along with the following supporting documents.<br>(i) Copy of registration certificate.<br>(ii) Copy of the Articles of Association/ Power of Attorney/other relevant document<br>(iii) copy of Goods and Service Tax registration certificate<br>(iv) Details of registration of labour along with EPF and ESI documents if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|   |                                      | The Bidder should have valid Goods and Service Tax registration                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| B | Duration of past Experience          | The bidder should have minimum 5 years of experience of executing similar work/s*. Bidder shall submit the documentary evidence in support of minimum experience of 5 years as on last date of previous month of the issue of the e- tender i.e. as on October 31, 2023. | (i) Bidder should fill up the information in <b>Format 2</b> annexed hereto indicating client-wise names of similar work(s), awarded and actual cost(s), completion date stipulated in contract and actual date of completion date, etc. and should submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work/s * viz. copies of detailed <b>work order/s</b> for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding <b>completion certificate(s)</b> indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with <b>Tax Deducted at Source (TDS) certificate(s)</b> issued by the client(s) for works executed for private companies. |

|   |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>(ii) Bidder should also fill up the information about similar work/s* <b>on-hand</b> in the <b>Format 2A</b> annexed hereto and should submit along with supporting documents.viz. Copies of work order/s with details of items of work, issued by the client(s) for the work/s in progress.</p> <p>(iii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.</p>                                                                                                                                                                                                                                                                                                                                                                                                         |
| C | Minimum value of each completed similar work/s (qualifying) during specified period | <p>The bidder should have experience of successfully completed similar work/s * during last 5 years ending on last date of previous month of the issue of the e- tender i.e. as on October 31, 2023.</p> <p>should be either of the following:</p> <p>i) Three similar completed works * each costing not less than the amount equal to 10.37 lakhs</p> <p><b>or</b></p> <p>ii) Two similar completed works * each costing not less than the amount equal to ₹ 12.96 lakhs</p> <p><b>or</b></p> <p>iii) One similar completed work * costing not less than the amount equal to ₹ 20.74 lakhs</p> | <p>Bidder should fill up the information in <b>Format 3</b> annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s *.</p> <p>(i)Copies of detailed <b>work order/s</b> for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding <b>completion certificate(s)</b> indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with <b>Tax Deducted at Source (TDS) certificate(s)</b> issued by the client(s) for works executed for private companies.</p> <p>(ii)<b>Client certificate/s</b> for <b>each of the qualifying</b> work as per the <b>Format 3A</b> annexed hereto.</p> |
| D | Annual financial turnover                                                           | <p>Bidder should have had an annual financial turnover of amount equal to 25.92 <b>lakhs</b> or more per year during the last 3 financial years (i.e. during</p> <p>(i) April 1, 2020 to March 31, 2021</p> <p>(ii) April 1, 2021 to March 31, 2022</p> <p>(iii) April 1, 2022 to March 31, 2023).</p>                                                                                                                                                                                                                                                                                           | <p>Bidder should fill up the information in <b>Format 4</b> annexed hereto and submit along with the following documents</p> <p>(i) Copies of Audited financial statements/ accounts of the business of the bidder duly <b>certified by a Chartered Accountant</b> indicating the turnover for financial years referred in the format 4.</p> <p>(ii) Copies of the <b>Income Tax Clearance Certificates / Income Tax Assessment</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|   |          |                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|----------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                                                                                                                                                    | <b>orders</b> duly certified by a Chartered Accountant as a proof creditworthiness                                                                                                                                                                                                                                                                                                                                                               |
| E | Solvency | Should furnish solvency certificate issued by the bidder's Banker specifically for the purpose of work for an amount equal to <b>₹25.92 lakhs.</b> | <p>(i) Bidder should also submit Banker's certificate as per <b>Format 5</b> annexed hereto from their Banker.</p> <p>(ii) Names and addresses of Bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.</p> |

**Note:**

- (i) **\*Similar work** shall mean 'fabrication, supply and fixing / installation in position factory made Modular office set up including work station, cabin partition, cabin work tables and associated utilities / accessories, all composite under one contract agreement wherein the framework (i.e. inner metal skeleton) is supposed to be designed (in-house or get designed from professional/s) or proprietary for its structural fitment, sturdiness, stability, self-supportiveness and safety of the system by the bidder as per requirement.
- (ii) Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.
- (iii) In respect similar work completion certificate(s), client certificate(s) issued by the private companies shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.
- (iv) Regarding client's certificate for qualifying similar completed works carried out for Government/public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For qualifying similar completed works carried out for private companies, shall accompany Tax Deducted at Source (TDS) certificates has to be submitted for proving the credentials/contract amount.
- (v) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.

- (vi) It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works.
- (vii) **All information called for in the annexed formats should be furnished against the relevant columns** in the formats. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry is to be made in that column. If any particulars/query is not applicable in case of the bidder, it is to be stated as '**Not applicable**'. Tender document shall contain all the enclosures mentioned.
- (viii) The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria will be disqualified. Bids containing false and /or incomplete information are liable for rejection.

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                             |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 2  | Bids in Two bid system                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                             |
|    | <p>The tender in two parts (Part I comprising of duly filled tender part I, complete pre-qualifications criteria, EMD, technical bid/details, literature etc. and Part II comprising of duly filled-in tender part II) should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid on line (as specified in schedule 'E'). Tender inviting authority and Name of work, office are specified in schedule 'E'. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever.</p> <p>Bids shall be submitted online only and those received in physical form, by telegram or telex and those received late will not be entertained</p> |                                                                                                                             |
| 3. | The intending bidders are advised to follow <b>the important instructions of e-Tender specified in Schedule 'G'</b> and must have valid class III digital signature to submit the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                             |
| 4  | <b>Documents Comprising Tender/ Bid</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                             |
|    | <b>Part I: (Techno-Commercial Bid)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                             |
|    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Form of Tender/Bid                                                                                                          |
|    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | e-tender transaction fee shall be paid as specified in schedule 'H'                                                         |
|    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Earnest Money Deposit (EMD)/Bid Security in approved format as specified in schedule E.                                     |
|    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid                                      |
|    | iv)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Duly filled-in and digitally signed tender document consisting of:                                                          |
|    | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Entire Tender Document Section I to Section IX                                                                              |
|    | b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | All formats towards prequalification/eligibility criteria, etc. annexed hereto duly filled-in along with relevant documents |
|    | <b>Part II: (Price Bid)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                             |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | Schedule of Quantities, duly filled-in online.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |    |                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
| 5    | <b>Pre-bid Clarifications</b><br>The bidders are advised to peruse the tender and visit the site. If the bidder shall have any doubt as to the meaning of any portion general rules and instructions to bidders, general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, they shall in good time i.e. till 5:00 PM on 13.11.2023, put forth the particulars/queries/condition bidder wishes to include, if any thereof and submit them to the RBI along with details of bidder (viz. Name of bidder, contact no., email ID etc.), in writing through email (email ID: <a href="mailto:premisescab@rbi.org.in">premisescab@rbi.org.in</a> ), addressed to the Tender Inviting Authority , specified in Schedule 'E' to enable the RBI to examine and to clarify the same authoritatively. RBI's decision in the matter shall be conveyed to the bidder / all the bidders before the scheduled date of submission of the tenders. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection. |  |    |                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
| 6    | <b>Amendment to Tender document</b> <table><tr><td>i)</td><td>At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and will be uploaded on website.</td></tr><tr><td>ii)</td><td>The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI to all the prospective bidders to whom the tender documents issued online and this communication will be in writing and same shall be binding on the bidders. The prospective bidders should promptly acknowledge receipt of the addendum/corrigendum by fax/courier/e-mail to RBI. The addendum (s), if any, issued will form part of the contract document.</td></tr><tr><td>iii)</td><td>In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.</td></tr></table>                                                                                                                                                                                                              |  | i) | At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and will be uploaded on website.                                                                                                              | ii) | The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI to all the prospective bidders to whom the tender documents issued online and this communication will be in writing and same shall be binding on the bidders. The prospective bidders should promptly acknowledge receipt of the addendum/corrigendum by fax/courier/e-mail to RBI. The addendum (s), if any, issued will form part of the contract document. | iii) | In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids. |
| i)   | At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and will be uploaded on website.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |    |                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
| ii)  | The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI to all the prospective bidders to whom the tender documents issued online and this communication will be in writing and same shall be binding on the bidders. The prospective bidders should promptly acknowledge receipt of the addendum/corrigendum by fax/courier/e-mail to RBI. The addendum (s), if any, issued will form part of the contract document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |    |                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
| iii) | In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |    |                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
| 7    | <b>Item Rate Tender</b><br>The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent as per conditions hereto and may even be omitted thus altering the aggregate value of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |    |                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
| 8    | <b>Preparation of bid and Cost of bidding</b> <table><tr><td>i)</td><td>The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | i) | The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |                                                                                                                                                                                                        |
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|    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                         | The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. The rates quoted in the tender shall include all charges including for packing, transport, handling, loading, unloading and for delivery at site. All tendered rates shall be inclusive of all taxes and levies etc. payable under respective statutes. |
| 9  | <b>Format to be used</b>                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|    | The bidder must fill up and submit only the tender forms/formats issued (online) by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10 | <b>Filling of Rates</b>                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                          | Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.                                                                                                                                                                                                                                                                                                                                   |
|    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                         | In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                        | No advice of any change in rate or conditions after the opening of the tender will be entertained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11 | <b>Earnest Money Deposit (EMD)/ Bid security</b>                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                          | The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount and in the manner as specified in Schedule 'E'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                         | A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                        | The Earnest Money Deposit paid by the successful bidder will be released after award of work on submission of Performance Bank Guarantee. No interest shall be paid on the said deposit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12 | <b>Signing of Bid, Power of Attorney</b>                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                          | Each of the tender documents should be digitally signed as per instruction of e-tender specified in Schedule 'H' hereto by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.                                                                                                                                                                                                                 |

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|    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                  | The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender specified in Schedule 'H', it must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI. |
|    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                 | Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.                                                                                                                                                        |
| 13 | <b>Modification / substitution / Withdrawal of Bids</b>                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                   | No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                  | A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date and time for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.                                                                                                                                                                                                                                                                                         |
|    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                 | Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"                                                                                                                                                                                                                                                                                                                                                                                               |
| 14 | <b>Bid Due Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | Bids should be submitted online as specified in instructions to e-Tender on or before the stipulated time and date as specified in Schedule 'E'.                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 15 | <b>Late bids</b>                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | No bid will be received after the due date/last date and time specified for submission of bids in schedule 'E' or after the extended Bid due date. If any.                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 16 | <b>Opening of Bids</b>                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | Duly filled tender Part I, accompanied by EMD, prequalification criteria, technical details, literature etc., called Part I of the tender, will be opened on e-Tender mode on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' or his authorized representative in the presence of authorized representatives of the bidders who choose to be present. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | Duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification criteria, only will be opened on e-Tender mode                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|    | on the time and date, conveyed to qualified bidders subsequently by the RBI, in presence of the authorized representatives of the qualified bidders.                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17 | <b>Bid Validity</b>                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 18 | <b>Clarification &amp; Evaluation of Bids</b>                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | RBI would subsequently examine and evaluate bids as below:                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | i)                                                                                                                                                                                                                                                                            | Only those tenders, which meet the minimum prequalification criteria set out in this tender, shall be processed further. After verification of the correctness/legality and adequacy of the information and supporting documents furnished and considering firms financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and Price Bids of only those Bidders who are technically qualified as per part I of tender shall be opened.                                                         |
|    | ii)                                                                                                                                                                                                                                                                           | The price bids of unqualified bidders will not be opened and communication will be sent in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | iii)                                                                                                                                                                                                                                                                          | Rates quoted for each item shall be considered during verification/ scrutiny.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|    | iv)                                                                                                                                                                                                                                                                           | If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.                                                                                                                                                                                                                                                                                                                                                                                                            |
|    | v)                                                                                                                                                                                                                                                                            | Where the amount corresponding to rate is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.                                                                                                                                                                                                                                                                                                                                                                    |
|    | vi)                                                                                                                                                                                                                                                                           | To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.                                                                                                                                                                          |
|    | vii)                                                                                                                                                                                                                                                                          | In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.                                                                                                                                                                                                                                                                                    |
|    | viii)                                                                                                                                                                                                                                                                         | In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing. |
|    | ix)                                                                                                                                                                                                                                                                           | If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.                                                                                                                                                                                                                                                                   |
| 19 | <b>Acceptance of Tender and Award of Work</b>                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



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|    | On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 20 | <b>Performance Bank Guarantee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | The Contractor whose tender is accepted, will be required to furnish performance Bank guarantee of 5% (Five Percent) of the contract amount within the period specified in Schedule 'F'. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto ( <a href="#">Annex 4</a> ).                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 21 | <b>Retention Money/ Security Deposit</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | In addition to the Performance Bank Guarantee under para 20 above, as further security for the due fulfillment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released (without any interest) after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release (without any interest) the Performance Bank Guarantee after completion of work and the remaining Security Deposit after rectification of the defects pointed out during the Defects Liability Period. The amounts retained by the RBI shall not bear any interest. |
|    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 22 | <b>Taxes/ Duties/ Levies</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Goods and service tax (GST), purchase tax, turnover tax, Excise duty or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 23 | <b>Time for Completion of Work</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | Time allowed for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the Contractor and the execution of the works shall commence from such time period as mentioned in schedule F.                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 24 | <b>Work Programme</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The bidder shall, before commencing work, prepare a detailed work programme,                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|    | as specified in the General Conditions of Contract, which shall be approved by the Bank's Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 25 | <p><b>RBI\Employer's right to accept or reject any or all the bids</b></p> <p>Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders. The RBI/Employer shall not assign any reason for rejection of any or all Bids.</p>                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 26 | <p><b>Integrity Pact (Not Applicable)</b></p> <p>The bidders/ prospective vendors shall be required to enter in to an agreement with the Reserve Bank of India (RBI) called Integrity Pact (IP). The IP envisages an agreement between the RBI and the bidders/ prospective vendors as per the approved proforma, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of bids till the complete execution of the contract. The tenders of those bidders/ prospective vendors which do not contain the IP in the approved proforma shall be liable for rejection. Provided however, that the Integrity pact shall be applicable when specifically provided in Schedule 'E'.</p> |
| 27 | <p><b>Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central (Amendment) Rules, 2017 (Not Applicable)</b></p> <p>CESS @ 1% from the bills raised by the contractor shall be deducted at source for all running works. Cess, so deducted shall be deposited with the concerned statutory authorities BOCW welfare board.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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

**Place  
Date**

**Signature of Bidder**

## **Section IV**

### **General Conditions of the Contract**

|             |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Definitions | 1. | The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Employer and the Contractor, together with the documents referred to therein including the General Conditions, General rules and instructions to bidders, the Technical specifications, designs, drawings, correspondences exchanged and instructions issued from time to time by the Engineer-in-Charge. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another. |                                                                                                                                                                                                                                                                                                                                                                                                         |
|             | 2. | In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                         |
|             |    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | The expression works or work or Project shall, unless there be something either in the subject or context repugnant be construed and taken up to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional, as defined in Schedule 'F'                                                          |
|             |    | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The Site shall mean the land/or other places on, into or through which work is to be executed under the contract including any building and erections thereon or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract, as defined in Schedule 'F'. |
|             |    | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Employer shall mean The Reserve Bank of India (as mentioned in schedule 'F') and shall include its assignees and successors                                                                                                                                                                                                                                                                             |
|             |    | iv)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | RBI shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Offices at various places.                                                                                                                                                                                                                                         |
|             |    | v)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Tender document shall mean document named as such issued/ uploaded by the Employer to the bidders for inviting Bids for the Project / work.                                                                                                                                                                                                                                                             |
|             |    | vi)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Day shall mean Calendar day                                                                                                                                                                                                                                                                                                                                                                             |
|             |    | vii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Working day shall mean the days when Employer's office is working i.e. Days excluding Public holidays, Saturdays and Sundays                                                                                                                                                                                                                                                                            |
|             |    | viii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Month shall mean the calendar month.                                                                                                                                                                                                                                                                                                                                                                    |
|             |    | ix)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Year shall mean Calendar Year                                                                                                                                                                                                                                                                                                                                                                           |

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|  |  | x)     | Bidder (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.                                                                                                                                                                                                                                                                                                                                                                            |
|  |  | xi)    | The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.                                                                                                                                                                         |
|  |  | xii)   | Sub-Contractor means the person or persons, firm or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer                                                                                                                                                                                                                                                                                                                  |
|  |  | xiii)  | The Bank's Engineer means the Engineer Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work.                                                                                                                                                                                                                                                                                                                                         |
|  |  | xiv)   | The Authorized representatives of Bank's Engineer means the Engineer officers employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work under the direction and guidance of Bank's Engineer.                                                                                                                                                                                                                                                      |
|  |  | xv)    | Contract Price or Contract Amount shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Employer and indicated in the letter of award of work.                                                                                                                                                                                                                                           |
|  |  | xvi)   | Contract Period shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Employer                                                                                                                                                                                                                                                                                                                                 |
|  |  | xvii)  | Contract Agreement shall mean the agreement signed between the Contractor and the Employer for the execution of the Project.                                                                                                                                                                                                                                                                                                                                                                                           |
|  |  | xviii) | Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice. |
|  |  | xix)   | Act of Insolvency shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.                                                                                                                                                                                                                                                                                                                                              |
|  |  | xx)    | Manufacturer refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment                                                                                                                                                                                                                                                                                                                                                                                      |

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|                         |    | xxi)   | Market Rate shall be the rate as decided by the Bank's Engineer on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                         |    | xxii)  | Net Rate/Price - If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.                                                                                                 |
|                         |    | xxiii) | <b>Contractor's Works</b> or <b>Manufacturer's Works</b> shall mean and include the land and other places which are used by the CONTRACTOR/FABRICATOR or SUB-CONTRACTOR/SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Works".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Scope and performance   | 3. |        | Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                         | 4. |        | Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                         | 5. |        | The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Works to be carried out | 6. |        | The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings, Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Bank's Engineer who shall |

|                              |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                              |    | <p>decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p> <p>The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to:</p> <ul style="list-style-type: none"> <li>a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.</li> <li>b) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification.</li> <li>c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor.</li> <li>d) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.</li> <li>e) The dismissal from the works of any persons employed by the contractor thereupon.</li> <li>f) The opening up for inspection of any work covered up.</li> <li>g) The amending and making good of any defects noticed and reported during Defect Liability Period.</li> </ul> <p>The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/ disapproved by the Bank's Engineer in writing within a further period of seven days, such shall be deemed to be Employer's Instructions within the scope of the Contract.</p> |
| Sufficiency of Tender        | 7. | <p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Discrepancies and Adjustment | 8. | <p>The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| of Errors (order of preference) |     | preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                       |
|                                 | 8.1 | In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                       |
|                                 |     | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Description of Schedule of Quantities.                                                                                                                                                                                                |
|                                 |     | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Particular Specification and Special Condition, if any.                                                                                                                                                                               |
|                                 |     | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Drawings.                                                                                                                                                                                                                             |
|                                 |     | iv)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | General Specifications.                                                                                                                                                                                                               |
|                                 | 8.2 | If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                       |
|                                 | 8.3 | If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                       |
|                                 | 8.4 | The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with standard method of measurement. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract. |                                                                                                                                                                                                                                       |
| Signing of Contract             | 9.  | The successful tenderer/contractor, on acceptance of his tender by the Employer, shall, within 04 days from the stipulated date of start of the work, sign the contract consisting of:-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                       |
|                                 |     | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer) |
|                                 |     | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.                   |
|                                 |     | No payment for the work done will be made unless contract is signed by the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                       |

## **CLAUSES OF CONTRACT**

|                              |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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|                              | <b>CLAUSE 1</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Performance Guarantee        | i)                | The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Contract amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Bank's Engineer up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Bank's Engineer. This guarantee shall be in the form of Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto ( <a href="#">Annex 4</a> ). |
|                              | ii)               | The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 30 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the virtual completion certificate for the work by the Bank's Engineer, the performance guarantee shall be returned to the contractor, without any interest.                                                                                                                                                                                                                                                                                                                                                   |
|                              | iii)              | The Bank's Engineer shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                              | a)                | Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Bank's Engineer may claim the full amount of the Performance Guarantee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                              | b)                | Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Bank's Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                              | iv)               | In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                              | <b>CLAUSE 1 A</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Recovery of Security Deposit | i)                | The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



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|                        |          | of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period.                                                                                                                                                                                                                                                                                                                                                                                                             |
|                        | ii)      | All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.                                                                     |
|                        | iii)     | The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank guarantee is equal to security deposit amount which shall be initially valid till end of defect liability period (DLP) + 60 days. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.                      |
|                        | iv)      | In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit and the same shall be returned year wise proportionately as specifically provided in Special conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                      |
|                        | CLAUSE 2 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Compensation for Delay |          | If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated in schedule 'F' and as per the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed day (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. |
|                        |          | This will also apply to items or group of items for which a separate period of completion has been specified                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|                                 | i)   | Compensation at the rate as specified in schedule 'F' for delay of work to be computed, Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.                                                                                                                                                                                 |
|                                 | ii)  | The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer.                                                                                                                                                                                                                                                                                                                                                                                                      |
| CLAUSE 3                        |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| When Contract can be Determined |      | Subject to other provisions contained in this clause, the Bank's Engineer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:                                                                                                              |
|                                 | i)   | If the contractor has abandoned the contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                 | ii)  | If the contractor having been given by the Bank's Engineer a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Bank's Engineer that the same were condemned and rejected by him under these conditions . |
|                                 | iii) | If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Bank's Engineer to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Bank's Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Bank's Engineer.                 |
|                                 | iv)  | If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Bank's Engineer.                                                                                                                                                                                                                                       |
|                                 | v)   | If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given                                                                                                                                                                                                                                           |

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|  |       | to him in that behalf by the Bank's Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | vi)   | If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|  | vii)  | If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Bank's Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | viii) | If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|  | ix)   | If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the 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. |
|  | x)    | If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|  | xi)   | If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | xii)  | If the contractor shall suffer an execution being levied on his goods and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|  |       | allow it to be continued for a period of 21 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | xiii) | <p>If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer - in-Charge.</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Bank's Engineer on behalf of the Employer shall have powers:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|  | a)    | <p>To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Bank's Engineer shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | b)    | <p>After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the 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 work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the 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 Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in</p> |

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

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|                                                                               |                                                                                                                                                                                                                                                                     | Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                               | d)                                                                                                                                                                                                                                                                  | If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of Rs. 10 lakh.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                               | CLAUSE 3B                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Termination of Contract in case of death of Contractor                        | Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the contractor. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                               | CLAUSE 4                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Contractor liable to pay Compensation even if action not taken under Clause 3 |                                                                                                                                                                                                                                                                     | In any case in which any of the powers conferred upon the Bank's Engineer by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Bank's Engineer putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Bank's Engineer which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Bank's Engineer) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Bank's Engineer, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Bank's Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Bank's Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor. |
|                                                                               | CLAUSE 5                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| Time and Extension for Delay | The time allowed for execution of the Works as specified in the Schedule 'F' or the authorized extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F'. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely. |                                                                                                                                                                                                                                                                                                                                                                             |
|                              | 5.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | The work breakdown structure is to be planned by keeping target to handover the completed work to the Bank within scheduled time.                                                                                                                                                                                                                                           |
|                              | PROGRAMME CHART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                             |
|                              | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | The Contractor shall prepare a detailed work programme for the execution of work, showing clearly all activities from the start of work to completion, within the stipulated period (taking in to consideration clause 5.1 above) or earlier and submit the same for approval to the Bank's Engineer within fourteen days of award of the contract.                         |
|                              | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | The programme should include the following:                                                                                                                                                                                                                                                                                                                                 |
|                              | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Descriptive note explaining sequence of the various activities.                                                                                                                                                                                                                                                                                                             |
|                              | b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Network (PERT / CPM / BAR CHART).                                                                                                                                                                                                                                                                                                                                           |
|                              | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | If at any time, it appears to the Bank's Engineer that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, on his instructions, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. |
|                              | 5.2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | If the work(s) be delayed by:-                                                                                                                                                                                                                                                                                                                                              |
|                              | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | force majeure, or                                                                                                                                                                                                                                                                                                                                                           |
|                              | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | abnormally bad weather, or                                                                                                                                                                                                                                                                                                                                                  |
|                              | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | serious loss or damage by fire, or                                                                                                                                                                                                                                                                                                                                          |
|                              | iv)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or                                                                                                                                                                                                                                                        |
|                              | v)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | delay on the part of other contractors or tradesmen engaged by Bank's Engineer in executing work not forming part of the Contract, or                                                                                                                                                                                                                                       |
|                              | vi)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | non-availability of stores, which are the responsibility of Employer to supply or                                                                                                                                                                                                                                                                                           |
|                              | vii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | non-availability or break down of tools and Plant to be supplied or supplied by Employer or                                                                                                                                                                                                                                                                                 |
|                              | viii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | any other cause which, in the absolute discretion of the Bank's Engineer is beyond the Contractor's control.                                                                                                                                                                                                                                                                |

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|                           |          | then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Bank's Engineer to proceed with the works.                                                                                                                                                                                                                                                                                                          |
|                           | 5.3)     | Request for extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.                                                                                                                                                                                                                                                                                                                                           |
|                           | 5.4)     | In such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.                                                                                                                                                                                                                        |
|                           | CLAUSE 6 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Measurements of Work Done | i)       | Bank's Engineer shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                           | ii)      | All measurement of all items having financial value shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                           | iii)     | All measurements and levels shall be taken jointly by the Bank's Engineer or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Bank's Engineer and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.                                                                                                                                                                               |
|                           | iv)      | If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Bank's Engineer or his representative, the Bank's Engineer and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by |



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|  |       | the Bank's Engineer or his representative shall be deemed to be accepted by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|  | v)    | The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | vi)   | Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.                                                                                                                                                                                                                                                                                                                                                 |
|  | vii)  | The contractor shall give, not less than seven days' notice to the Bank's Engineer or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Bank's Engineer or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Bank's Engineer's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. |
|  | viii) | Bank's Engineer or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|  | ix)   | It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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

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|  |       | Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | vi)   | The contractor shall also submit to the Employer separately his computerized Abstract of Cost as per format annexed hereto and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | vii)  | The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|  | viii) | Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | ix)   | The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. |
|  | x)    | Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | xi)   | It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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|                                                           |          | it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                           | CLAUSE 7 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Payment on Interim Certificate to be Regarded as Advances | i)       | <p>No payment shall be made for work, estimated to cost Rs. Ten Lakh or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Ten Lakh, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format approved by the Employer. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared only after the requisite progress is achieved. Bank's Engineer shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Bank's Engineer shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Bank's Engineer certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Bank's Engineer.</p> <p>The Contractor shall be paid by the Employer 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 as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the schedule 'F' as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the schedule 'F' as "Total Retention Money". And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate, the sum of money named in the schedule as "Installment after Virtual Completion" being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance of the retention money in accordance with the final certificate to be issued in writing by the Bank's Engineer at the expiry of the period referred to as "the Defects Liability Period" in clause 17 or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided</p> |

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|  |     | <p>always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the 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 Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.</p> |
|  | a)  | <p>75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Bank's Engineer, pending test checking of work and verification of detailed arithmetical accuracy by Employer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|  | b)  | <p>The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | c)  | <p>No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | d)  | <p>The amount admissible shall be paid within the specified period of honouring certificates in the schedule 'F' after the day of presentation of the bill by the Contractor to the Bank's Engineer together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.</p>                                                                                                                                                                                                                                                                                                                                                                                  |
|  | ii) | <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Bank's Engineer relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude,</p>                                                                                                                                                                                                                                                     |

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|                                                                              |           | determine or affect in any way powers of the Bank's Engineer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                              | iii)      | Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                              | CLAUSE 7A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Unfixed materials when taken into account to be the property of the Employer |           | Where in any Certificate (of which the Contractor has received payment), the 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 Employer 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                              | CLAUSE 8  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Completion Certificate and Completion Plans                                  | i)        | Within ten days of the completion of the work, the contractor shall give notice of such completion to the Bank's Engineer and within thirty days of the receipt of such notice, the Bank's Engineer shall inspect the work if the work is found incomplete, the contractor shall be advised suitably. Further, in the completed work, if there is no defect, the Bank's Engineer shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Bank's Engineer. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Bank's Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually |

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|                                                    |           | realized by the sale thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                    | ii)       | The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been completed. The Defects Liability Period shall commence from the date of such certificate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                    | CLAUSE 8A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Contractor to Keep Site Clean                      |           | The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Bank's Engineer shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Bank's Engineer shall give ten days' notice in writing to the contractor.                                                                      |
|                                                    | CLAUSE 8B |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Completion Plans to be Submitted by the Contractor | i)        | The contractor shall submit completion plan (as built drawing in AUTOCAD or any such approved software and one hard copy) as applicable to related drawings depending upon the scope of work within thirty days of the completion of the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                    | ii)       | The contractor shall also submit the applicable maintenance manuals and other technical literature/ warranty certificates etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                    | iii)      | In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the completion plan is submitted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                    | CLAUSE 9  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Payment of Final Bill                              |           | The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Bank's Engineer whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Bank's Engineer, will, as far as possible be made within the period of 03 months, the period being reckoned from the date of receipt of the bill by the Bank's Engineer complete with account of materials wherever applicable. |
|                                                    |           | In case of delay in payment of final bills after prescribed time limit, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                                        |           | the contractor found to be in order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                        | CLAUSE 9A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Payment of Contractor's Bills through electronic means | i)        | <p>Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Bank's Engineer (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format (2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Bank's Engineer of the account or claim by payment to the bank.</p> <p>While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.</p>                                                                                                                                                                                                                                                                                                        |
|                                                        | ii)       | Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                        | CLAUSE 10 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Materials to be provided by the Contractor             | i)        | The contractor shall, at his own expense, provide all materials, required for the works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                        | ii)       | <p>The contractor shall, at his own expense and without delay, supply to the Bank's Engineer samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of approved makes of materials at Section VI. The contractor shall, if requested by the Bank's Engineer furnish proof, to the satisfaction of the Bank's Engineer that the materials so comply. The Bank's Engineer shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Bank's Engineer for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Bank's Engineer shall be issued after the test results are received.</p> |
|                                                        | iii)      | <p>The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Bank's Engineer. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



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|                                                                              | iv)       | The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Bank's Engineer may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Bank's Engineer and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Bank's Engineer or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the employer except the representatives of public authorities shall be allowed on the works at any time. |
|                                                                              | v)        | The Bank's Engineer shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Bank's Engineer shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Bank's Engineer shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Bank's Engineer may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.                                                                                                                                                                                                                                                                                                                        |
|                                                                              | vi)       | Basic price adjustment shall be done on the measured quantities for the finished items of work with specified "Basic Prices / Rates". In addition to the difference in the Basic Price / Rate and the actual purchase Price / Rate, no other components such as wastage, transportation, handling, insurance, labour, etc. shall be taken in to account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Work to be Executed in Accordance with Specifications, Drawings, Orders etc. | CLAUSE 11 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                              | i)        | The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Bank's Engineer and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.                                                                                                                                                                                                                                                                                           |
|                                                                              | ii)       | In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                                    |             | Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Bank's Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                    | iii)        | The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Action in case Work not done as per Specifications | CLAUSE 11 A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                    | i)          | All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Bank's Engineer, his authorized subordinates in charge of the work and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.                                                                                                                                                                                                                                                                                                                             |
|                                                    | ii)         | If it shall appear to the Bank's Engineer or his authorized representatives or to the Superior Officers of the employer or the officers of the organization engaged by the Employer for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months after completion of the work, from the Bank's Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event |

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|                                                    |           | of him failing to do so within a period specified by the Bank's Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                    | iii)      | In such case the Bank's Engineer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Bank's Engineer to be conveyed in writing in respect of the same will be final and binding on the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Deviations/<br>Variations<br>Extent and<br>Pricing | CLAUSE 12 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                    |           | <p>The Bank's Engineer shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Bank's Engineer and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> <p>The Bank's Engineer shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.</p> |
|                                                    | 12.1      | The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                    | i)        | In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                    | ii)       | 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Bank's Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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

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|                                                      |  |    | for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                      |  | a) | The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                      |  | b) | The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (A) thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                      |  | c) | If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).                                                                                                                                                                                                                                                                                                                                     |
|                                                      |  | d) | If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).                                                                                                                                                                                                                                                                                                                                     |
| Deviation -<br>Deviated<br>Quantities and<br>Pricing |  | C) | In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                      |  |    | In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Schedule 'F', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Bank's Engineer shall within prescribed time limit of receipt of the claims supported by |

|                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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|                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.                                                                                                                                                                                                                                                                                                                 |
|                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Bank's Engineer shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates. |
|                                                                          | 12.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | The prescribed time limit for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is 30 days.                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                          | 12.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | The contractor shall send to the Bank's Engineer once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Bank's Engineer which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorize consideration of such claims on merits.                                                              |
|                                                                          | 12.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.   |
| Foreclosure of contract due to Abandonment or Reduction in Scope of Work | <p>CLAUSE 13</p> <p>If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                          | <p>The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Bank's Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;</p>                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|                                                     | i)                                                                                                                                                                                                                                                                                                                                                                                                         | Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Bank's Engineer shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor. |
|                                                     | The contractor shall, if required by the Bank's Engineer, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Carrying out part work at risk & cost of contractor | CLAUSE 14                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                     | If contractor:                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                     | i)                                                                                                                                                                                                                                                                                                                                                                                                         | At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Bank's Engineer; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                     | ii)                                                                                                                                                                                                                                                                                                                                                                                                        | Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Bank's Engineer; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                     | iii)                                                                                                                                                                                                                                                                                                                                                                                                       | Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Bank's Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                     | The Bank's Engineer without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                     | a)                                                                                                                                                                                                                                                                                                                                                                                                         | Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                     | b)                                                                                                                                                                                                                                                                                                                                                                                                         | Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                     | The Bank's Engineer shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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|                    | the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                    | In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Bank's Engineer as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                    | Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                    | If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Bank's Engineer shall have the right to sell any or all of the contractors' unused materials kept at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                    | In the event of above course being adopted by the Bank's Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Suspension of Work | CLAUSE 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                    | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | The contractor shall, on receipt of the order in writing of the Bank's Engineer, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Bank's Engineer may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons: |
|                    | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | on account of any default on the part of the contractor or;                                                                                                                                                                                                                                                                                                                                                           |
|                    | b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | for proper execution of the works or part thereof for reasons other than the default of the contractor; or                                                                                                                                                                                                                                                                                                            |
|                    | c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | for safety of the works or part thereof.                                                                                                                                                                                                                                                                                                                                                                              |
|                    | The contractor shall, during such suspension, properly protect and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                       |



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|  | ii)       | If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  |           | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;                                                                                                                                                                                                                                                                                                                                                                              |
|  |           | b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Bank's Engineer may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Bank's Engineer within fifteen days of the expiry of the period of 30 days. |
|  | iii)      | If the works or part thereof is suspended on the orders of the Bank's Engineer for more than three months at a time, except when suspension is ordered for reason (a) in sub- para (i) above, the contractor may after receipt of such order serve a written notice on the Bank's Engineer requiring permission within fifteen days from receipt by the Bank's Engineer of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Bank's Engineer. In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Bank's Engineer may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Bank's Engineer within 30 days of the expiry of the period of 3 months. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | CLAUSE 16 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| Dismantled Material<br>Employer's Property                                           | The contractor shall treat all materials obtained during dismantling work at site (except material mentioned in Bill of quantity under rebate item and debris) etc. as Employer's property and such materials shall be disposed off as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Bank's Engineer. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Contractor<br>Liable for<br>Damages,<br>defects during<br>defect liability<br>period | CLAUSE 17                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                      | i)                                                                                                                                                                                                                                                                                                                                                                                                                      | If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage, settlement or other faults appear in the work within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months after a certificate of virtual completion shall have been given by the Bank's Engineer as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Bank's Engineer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer. The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere. |
|                                                                                      | Clause 18                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| Setting out of works                                         | <p>The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.</p> <p>The checking of any setting-out or of any line or level by the Bank's Engineer or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                               |
| All relevant Statutory Laws to be complied by the Contractor | CLAUSE 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                              | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central) Rules, 1950. |
|                                                              | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.                                                                                                                                                                                      |
|                                                              | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.                                                                            |
|                                                              | iv)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.                                                                                                                                                                                                                                                                                                      |
|                                                              | v)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.                                                            |
| Payment of wages:                                            | CLAUSE 19 A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                              | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.                                                                                                                   |

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|  | ii)  | The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | iii) | In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | iv)  | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The Bank's Engineer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.                          |
|  |      | b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Bank's Engineer shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor. |
|  | v)   | The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | vi)  | The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | vii) | The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  |      | CLAUSE 19 B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  |      | In respect of all labour directly or indirectly employed in the work for the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|  | performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | CLAUSE 19 C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | The contractor shall submit by the 4th and 19th of every month, to the Bank's Engineer, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | 1. the number of labourers employed by him on the work,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | 2. their working hours,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | 3. the wages paid to them,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | 4. the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | The decision of the Employer shall be final in deducting from any bill due to the contractor, the amount levied as fine if any by relevant statutory authorities and be binding on the contractor.                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | CLAUSE 19 D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him/her..                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | CLAUSE 19 E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | The Bank's Engineer may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or execution works etc. where the labour have an easy access to the individual departments, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | CLAUSE 19 F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | It shall be the responsibility of the contractor to see that the site under execution is not occupied by anybody unauthorizedly during renovation, and is handed over to the Bank's Engineer with vacant possession of the site. If such site though completed is occupied illegally, then the Bank's Engineer shall have the option to refuse to accept the said site in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final |

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|                                                               | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before execution and handing over.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Contribution of EPF and ESI                                   | CLAUSE 19 G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                               | The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Ensuring Payment and Amenities to Workers if Contractor fails | CLAUSE 19 H                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                               | In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Authorities and Notices                                       | CLAUSE 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                               | (i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p> |

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|                                                     | (ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer. |
| Work not to be sublet. Action in case of insolvency | <p>CLAUSE 21</p> <p>The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.</p> <p>And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Bank's Engineer on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p> |                                                                                                                                                                                                                                                                                                                        |
| Recovery of Compensation paid to Workmen            | <p>CLAUSE 22</p> <p>In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.</p>                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                        |
| Changes in firm's Constitution to be intimated      | <p>CLAUSE 23</p> <p>Where the contractor is a partnership firm, the previous approval in writing of the Bank's Engineer shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                        |

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|                                                                          | <p>partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                 |
| Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc. | <p>CLAUSE 24</p> <p>The contractor shall arrange at his own expense all materials (including consumables such as welding rods etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&amp;P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Bank's Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.</p> |                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                          | <p>CLAUSE 25</p> <p>Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                          | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>The decision, opinion, direction, certificate of payment issued by the Bank's Engineer in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.</p>                                      |
|                                                                          | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the</p> |



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|  |      | Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|  | iii) | <p>But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three person's names and forward to the contractor to select one among them as arbitrator.</p> <p>The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision.</p> <p>The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.</p> <p>Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be as specified in Schedule 'F'.</p> |

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

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|                                                            |           | c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Bank's Engineer proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Bank's Engineer and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor. |
| Withholding and lien in respect of sum due from contractor | CLAUSE 29 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                            | i)        | <p>Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                            | ii)       | Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.</p> |
| Lien in respect of claims in other Contracts | CLAUSE 29A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                              | <p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Return of Surplus materials                  | CLAUSE 30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                              | <p>Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Employer by purchases made under orders or permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose them off without the written permission of the Employer and return it to Employer, if required by the Employer, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Bank's Engineer shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. The decision of the Bank's Engineer shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                                         | the usual course would have resulted to him by reason of such breach.                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Water and Electric power supply for work                | CLAUSE 31                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                         | Bank will make available water and electricity power supply required at one point free of charge. Contractor shall make their own arrangement for further extension of connection if any with safety fixtures and nothing extra will be paid for the same. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Employer's water supply, if available                   | CLAUSE 32                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                         | Water if available may be supplied to the contractor by the Employer at free of cost subject to the following conditions:-                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                         | i)                                                                                                                                                                                                                                                         | The Employer do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Insurance in respect of damages to Persons and Property | CLAUSE 33                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                         |                                                                                                                                                                                                                                                            | <p>The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.</p> <p>The Contractor shall reinstate all damage of every sort mentioned in this</p> |

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

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|                                   | <p>diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.</p> <p>The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.</p> <p>Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or policies of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.</p> |
| Employment of Staff and employees | CLAUSE 34                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                   | Contractor's Superintendence, Supervision,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                   | <p>i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in schedule 'D/E/G'.</p> <p>ii) The contractor shall provide and employ on the site only such supervisor as are skilled and experienced in their respective fields and competent to give proper supervision of the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p> <p>iii) The Bank's Engineer shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Bank's Engineer to be undesirable. Such person shall not be employed again at works site without the written permission of the Bank's Engineer and the persons so removed shall be replaced as soon as possible by competent substitutes.</p> <p>iv) The contractor shall arrange for police verification of the staff and labours before commencement of the work at his own cost.</p>                                                                                                                                               |

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| Levy/Taxes payable by Contractor                                              | CLAUSE 35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                               | Goods and service tax (GST), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                               | If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Conditions for reimbursement of levy/taxes if levied after receipt of tenders | CLAUSE 36                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                               | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. |
|                                                                               | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Bank's Engineer and shall also furnish such other information/document as the Bank's Engineer may require from time to time.                                                                                                                                                                                                                                                         |
|                                                                               | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Bank's Engineer that the same is given pursuant to this condition, together with all necessary information relating thereto.                                                                                                                                                                                                                                                                                                                                              |
| Other Persons employed by Employer                                            | CLAUSE 37                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                               | The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                               | CLAUSE 38                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



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

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|                                                    | <p>binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Bank's Engineer (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Bank's Engineer.</p>                                                                                                                                                                                         |
|                                                    | CLAUSE 41                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Direction and approval of Bank's Engineer          | All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Bank's Engineer who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                    | CLAUSE 42                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                    | All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Release of Security deposit after labour clearance | <p>CLAUSE 43</p> <p>Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Bank's Engineer. The Bank's Engineer, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released, if otherwise due.</p> |
| Non-Disclosure Pact                                | <p>CLAUSE 44</p> <p>The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall</p>                                |

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|                                      | <p>indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.</p> <p>The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.</p> <p>The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Sexual Harassment of women Act, 2013 | <p>CLAUSE 45</p> <p>a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency of the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. *</p> <p>b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.</p> <p>d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p> |

Place:

Date:

Signature of contractor

## Section V

### SPECIAL CONDITIONS OF CONTRACT

|                                |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General                        | CLAUSE SC 1 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                | i)          | Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.                                                                                                                                                                                                                                                                                   |
|                                | ii)         | Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.                                                                                                                                                                                                                      |
|                                | iii)        | Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions shall be deemed to override the provision(s) of the General conditions of Contract only to the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract. |
|                                | iv)         | Wherever it is stated anywhere in this tender document that such and such supply is to be effected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.                                                                                                                                                                                                      |
|                                | v)          | The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications and relevant drawings.                                                                                                                                                                                                                                                                                                                                                                              |
| Responsibilities of contractor | CLAUSE SC 2 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                | i)          | The CONTRACTOR shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications, drawings and work aids equipment such as transportation equipment, tools and tackles as well as teasing appliances and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.     |
|                                | ii)         | The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.                                                                                                                                                                                                                                                                                                                                      |
|                                | iii)        | All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site, etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.                                                                                                                                                                                                           |
|                                | iv)         | It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary equipment, scaffoldings and safety gadgets, lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.                                                                                                                                                                                                                        |
|                                | v)          | Preparing approaches and working area for the movement materials shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability etc. to provide suitable allowances in his quotation.                                                                                                                                                                                                                                                                        |

|             |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | vi)   | The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|             | vii)  | Responsibility for obtaining all statutory approvals (if required) related to the work lies with the CONTRACTOR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|             | viii) | The CONTRACTOR shall provide drinking water and other amenities at site for the contract workmen as per the statutory requirements at his own cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|             | ix)   | CONTRACTOR shall take all steps to see that normal functioning of Working Office/Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, equipment, tools and vehicles involved in movement of equipment or materials should not make any hindrance for the movement of other vehicles and people.                                                                                                                                                                                                                                                                                                                              |
|             | x)    | CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board (if any).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|             | xi)   | The works to be undertaken by the Contractor shall inter-alia include the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|             | a)    | Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|             | b)    | Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|             | c)    | Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Bank's Engineer before implementation and this shall be binding on the Contractor. The Contractor shall submit material submittals along with material sample for approval of Bank's Engineer prior to delivery of material at site.                                                                                                                                                                                                |
|             | xii)  | Wherever the 'basic rate' for the material is specified, the contractor shall furnish all the paid bills for Employer's verification. The purchase rate shall be got approved from the Bank's Engineer before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, loading, unloading, storing and handling etc.                                                               |
|             | xv)   | The contractor shall arrange visits of authorized official of the manufacturer whose materials (costing more than Rs 1 lakh) have been selected / approved by the Employer for the work to inspect the materials supplied/ available at site and whether the materials are being used as per the Manufacturer's Specifications and specified consumption standards and shall be required to submit a report on the manufacturer's letterhead addressed to Employer, under official seal, indicating the genuineness or otherwise of the material and its usage methodology, if directed by Bank's Engineer to do so. No additional payment on this account shall be considered. |
| CLAUSE SC 3 |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                 |
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| Role of employer     | The Employer (College of Agricultural Banking, Reserve Bank of India, Pune) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.                                                                                                                                                                                        |                                                                                                                                                                                                                 |
| Layout               | CLAUSE SC 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                 |
|                      | Premises Section, CAB, RBI, Pune will provide the layout plans.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                 |
|                      | CLAUSE SC 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                 |
| Inspection of Site   | The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions as to the nature of the ground and sub-soil and the form and nature of the Site before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending tenderer may contact the Employer.                                             |                                                                                                                                                                                                                 |
| Services             | CLAUSE SC6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                 |
|                      | The Contractor shall take due and proper care during execution of work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require re-routing, the same shall be brought to the notice of the Bank's Engineer. As per the instructions of Bank's Engineer, further action for rerouting shall be undertaken. If the Contractor is advised by the Bank's Engineer to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC. |                                                                                                                                                                                                                 |
| Handing over of site | CLAUSE SC7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                 |
|                      | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | The Contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of award of work:                                                           |
|                      | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Signing of the agreement on adequate value of Non-Judicial stamp paper as per the approved format                                                                                                               |
|                      | b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'                             |
|                      | c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee                             |
|                      | d)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Obtaining and submitting the original Labour License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for Obtaining the Labour License if applicable. |
|                      | e)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Bank's Engineer.                   |
|                      | f)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Bank's Engineer                                                                |
|                      | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | After complying to the above documentation and other statutory                                                                                                                                                  |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                              |
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|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                     | requirements required to be complied by the Contractor before start of work, the Contractor shall be handed over the possession of the site. The scheduled date of commencement of work shall be reckoned as mentioned at Schedule F. However, any delay in handing over the possession of site to the Contractor on account of non-submission of the above documents/details shall not be considered for extension of time. |
| Drawings                          | CLAUSE SC 8                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                   | <p>The CONTRACTOR shall keep one copy of all drawings on the works and Employer or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the CONTRACTOR he shall forthwith return to the EMPLOYER all drawings and specifications.</p> <p>Drawings accompanying the tender documents are indicative of the scope of work and issued for tendering purpose only.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Further drawings and Instructions | CLAUSE SC9                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                   | The Bank's Engineer shall have full power and authority to supply drawings to the Contractor from time to time during the progress of the Works such further drawings for adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same.                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Contractor's Barricades           | CLAUSE SC10                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                   | i)                                                                                                                                                                                                                                                                                                                                                                                                                                  | Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the entire working area including storage, etc.                                                                                                                                                                                                                                                 |
|                                   | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                 | Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.                                                                                                                                                                                                                                                             |
|                                   | iii)                                                                                                                                                                                                                                                                                                                                                                                                                                | The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution.                                                                                                                                                                                                                                                                                              |
|                                   | iv)                                                                                                                                                                                                                                                                                                                                                                                                                                 | The Contractor shall provide suitable construction safety nets, if applicable, to prevent damage to man / material at site without any extra cost                                                                                                                                                                                                                                                                            |
| Site Facilities                   | CLAUSE SC11                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                   | CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract. Whereas space will be provided by the R B I free of cost, the safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.                      |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                   | <p><b>Lighting</b><br/>The CONTRACTOR shall ensure that the entire site is provided with adequate lighting at all times when the work is in progress. He shall also make additional arrangements for lighting for carrying out work at night, whenever required. All costs in this connection shall be borne by him.</p>                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                   | <p><b>Compressed Air</b><br/>The Contractor shall make his own arrangement for Portable compressors, pumps, temporary piping for compressed air, if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, testing, flushing etc.</p>                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| Execution work<br>Equipment                                                               | CLAUSE SC12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                           | <p>The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Bank's Engineer depending on the requirements of the work so as to suit the work schedule. No equipment shall be supplied by the Employer.</p> <p>Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.</p>                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Plant etc. to be exclusively for use on the works                                         | CLAUSE SC13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                           | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | All plants, tools and equipment and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the execution of work in this document and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Bank's Engineer which shall not be unreasonably withheld. |
|                                                                                           | ii)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Clearance of Site on Completion: On completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant, tools and equipment remaining thereon and any unused materials                                                                                                                                                                                                                                                                                                            |
| Care of works /plant/equipment                                                            | CLAUSE SC14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                           | <p>From the commencement to the completion of the Works/Plant/Equipment, the Contractor shall take full responsibility for the care thereof and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract.</p> <p>Finished Flooring shall be protected by suitable means while carrying out the work either internally or externally and at no extra cost.</p> <p>Temporary used materials (e.g. Cable, pipe, valve etc.) shall not be used for permanent work. All the bought-out items supplied by the Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of work.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Works to be carried out by licensed technicians under supervision of licensed Supervisors | CLAUSE SC 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                           | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | All electrical works shall be carried out through a licensed Electrician under the supervision of licensed supervisor. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical works done by the CONTRACTOR.                                                                                                                                |
| Quality Assurance and Quality Control                                                     | CLAUSE SC16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                           | i)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | The reports of the test shall be submitted to the Bank's Engineer as and when the tests/ quality assurance & control checks are carried out as per the contract. The Bank's Engineer, after evaluation of the results of tests may decide to either reject or accept the respective materials/ works etc. In case of rejection, the Contractor shall have to replace the defective material/ work at the earliest without any additional cost.                                                                      |



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|                                            | ii)          | In case the CONTRACTOR fails to follow the instructions of Bank's Engineer in this regard, the Bank's Engineer may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered.                                                                                                                                                 |
| Materials at Basic Prices/ Basic rates     | CLAUSE SC 17 |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                            | i)           | For carrying out certain items of work, the tender provides for procurement of certain materials at "Basic Prices/ Basic Rates" as specified in the tender document.                                                                                                                                                                                                                                                         |
|                                            | ii)          | While quoting the rates, the tenderer should base their item rates at "the Basic Prices" wherever specified. The said prices are ex-Godown and are inclusive of excise duty, sales tax, octroi and all other taxes and duties levied by Government or any other statutory body. (ex-Godown referred here will be dealer's Godown or Rail head within the Municipal or city limits or the city where the work is being done). |
|                                            | iii)         | The contractor shall obtain written approval from the Bank's Engineer before procuring any material for which "Basic Price/ Basic Rate" is specified in the tender Document.                                                                                                                                                                                                                                                 |
|                                            | iv)          | Basic Price adjustment shall be done on the measured quantities for the finished items of work with specified "Basic Prices/Rates". In addition to the difference in the Basic Price/ Rate and the actual purchase Price/ Rate. While carrying out price adjustments, no other components such as wastage, transportation, loading, unloading, handling, insurance, labour, etc. shall be taken in to account.               |
|                                            | v)           | The contractor shall submit copies of all tax paid vouchers (original tax paid vouchers shall be shown to the Bank's Engineer for verification as and when required by him) for full quantity for all items to the Bank's Engineer in support of their claim for adjustment in Basic Rates/Prices. In absence of these documents, his claim for adjustment in Basic rates/Prices shall not be considered.                    |
| Documents to be maintained at site         | CLAUSE SC 18 |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                            | a)           | The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.                                                                                                                                                                                                                                                                                      |
|                                            | b)           | These documents shall be available for inspection by Employer's representative or Bank's Engineer or his representative during his site visit at all reasonable times.                                                                                                                                                                                                                                                       |
|                                            | c)           | After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the drawings issued to him for construction purpose to the Bank's Engineer before submission of the Final bill.                                                                                                                                                                                                 |
| Progress Monitoring by the Bank's Engineer | CLAUSE SC 19 |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                            | i)           | The contractor shall submit his programme for approval of Bank's Engineer within 14 days from the date of award of work as specified in the relevant clause of the General Conditions of Contract.                                                                                                                                                                                                                           |
|                                            | ii)          | On the basis of the approved programme, the Bank's Engineer shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/                                                                                                                                  |

|                                           |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                            |
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|                                           |              | senior official in case of partnership firm/ limited company along with contractor's site in-charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                            |
|                                           | iii)         | For this purpose, the contractor shall prepare and submit a progress report indicating following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                            |
|                                           |              | A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month. |
|                                           |              | B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Bank's Engineer.                                    |
|                                           |              | C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Statement of deployment of resources (men and machine) and variations, if any, from the planned schedule                                                                                                   |
|                                           |              | D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | List of Variations / extra items if any carried out during the previous month (period under review)                                                                                                        |
| Measurement, Billing and Terms of payment | CLAUSE SC 20 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                            |
|                                           | i)           | <p>The work shall be measured from time to time as provided in the General Conditions of Contract. The units of measurements shall be as defined in the specific item description in the Schedule of quantities. If for any item or part thereof, physical measurement is not practicable, measurements given in the execution drawings shall be adopted.</p> <p>As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Bank's Engineer for payment. The bill shall invariably be accompanied with following documents:</p> |                                                                                                                                                                                                            |
|                                           |              | a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The signed measurements, as specified in the General Conditions of Contract.                                                                                                                               |
|                                           |              | b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The progress reports of the concerned period.                                                                                                                                                              |
|                                           |              | c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Test certificates/ reports of any material considered for the first time in the Contractor's bill                                                                                                          |
|                                           |              | d)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Checklist indicating validity of the labour license, all the Insurance Policies, PBGs                                                                                                                      |
|                                           |              | e)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Documents evidencing the price of materials ( e.g. Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.                                                          |
|                                           |              | f)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Delivery challans of the materials.                                                                                                                                                                        |
|                                           | ii)          | The Bank's Engineer reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                            |
|                                           | iii)         | Once the bill is received along with all the required documents, the Bank's Engineer shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                            |
|                                           | iv)          | After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Bank's Engineer or his authorized                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                            |

|  |      |                                                                                                                                                                                                                                                                                                                          |
|--|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |      | representatives. The Contractor shall then submit the Final bill to the Bank's Engineer. The Final Bill shall necessarily be submitted along with the following documents:                                                                                                                                               |
|  | a)   | The signed measurements, as specified in the General Conditions of Contract.                                                                                                                                                                                                                                             |
|  | b)   | The copy of last progress report, evidencing the completion of work.                                                                                                                                                                                                                                                     |
|  | c)   | Test certificates/ reports of any material considered for the first time in the Contractor's bill                                                                                                                                                                                                                        |
|  | f)   | Checklist indicating validity of the labour license, all the Insurance Policies, PBGs                                                                                                                                                                                                                                    |
|  | g)   | Documents evidencing the price of materials ( e.g. Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.                                                                                                                                                                        |
|  | h)   | Delivery challans for the materials                                                                                                                                                                                                                                                                                      |
|  | j)   | All the required documents of Guarantees/ warranties (e.g. Structural stability, safety, sturdiness and self-supportiveness etc. of system as mentioned in the specifications of respective items)                                                                                                                       |
|  | k)   | "No claim" certificate by the Contractor except as included in the Final bill.                                                                                                                                                                                                                                           |
|  | l)   | Completion plans/ drawings/ details as specified in the General Conditions of Contract                                                                                                                                                                                                                                   |
|  | v)   | The Bank's Engineer reserves the right to refuse to accept the Final bill, if any of the document, as above, is not submitted along with the bill.                                                                                                                                                                       |
|  | vi)  | Once the Final bill is received along with all the required documents, the Bank's Engineer shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates. No revised Final Bill shall be considered by the Employer. |
|  | vii) | All statutory deductions shall be made from the payments due to the Contractor.                                                                                                                                                                                                                                          |

Place :-

Signature of contractor

Date :-

## **Section V (a): GENERAL SPECIFICATIONS**

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

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

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

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

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

Should any materials be rejected by the Employer, they will be removed from the site at the Contractor's expense. Also the Contractor will be required to submit specimen finishes

of colours, fabrics, etc. for approval of Bank's Engineer / Employer before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for approval of the Employer who will retain two copies, all at the Contractor's expenses.

**(A) WORKSTATIONS:**

**1. WORKSTATIONS - PARTITIONS FOR WORKSTATIONS:**

- (a) Work shall generally be carried out as per details shown on Standard Workstations for officers Grade B / A/ class III (with Aluminum Extrusion Sections Framework) as per drawings S No. 1 to 8 listed in tender).
- (b) Concealed portion of partition-framework shall be made out of Extruded aluminum sections both for horizontals and verticals, having minimum wall / formation thickness of (16 SWG) 1.5mm and nominal sizes 50 x 50 mm Aluminum extruded corner post, Aluminum sections horizontal and vertical made from 16-gauge (1.5 mm) extrusions and nominal sizes in combination of 50 x 50 mm and 50 x 10 mm. The partition shall be finished with profiled aluminum alloy extruded trims (horizontal- top and vertical-end stripe) of 15 x 50 mm (or overall thickness of (16 SWG) 1.5 mm and (ii) panel finishes with aluminum alloy flats / trims of 25 mm and having minimum wall / formation thickness of (18 SWG) 1.2 mm. The framework including aluminum alloy flats / trims-extrusions shall be powder coated all- over in approved colour-shades of the powder paint of approved make/manufacture. The thickness of the matt finish powder coating shall be minimum 40 micro-meters (microns). A certificate guaranteeing the thickness and also minimum 05 years' life of powder coating shall be furnished along with each supply. The components of framework shall be assembled and put together in such a way that no screws/fasteners are visible on external surfaces.
- (c) The partition walls shall be minimum 50 mm thick and shall have double skin fixed flushed on both sides excluding in the glazed portion. The construction shall be such that no screws / fasteners is visible on external surfaces. The partition work shall be sturdy, strong, self-supporting and structurally safe.
- (d) The partition shall be fixed with double skin flush type minimum 8 mm thick matt finish pre laminated panels/tiles shall be fixed between skirting level and work surface level on both sides. The prelaminated panels/tiles shall be made out of phenol formaldehyde bonded prelam particle board pre laminated in factory with approved make and shade lamination on both sides. All panels shall be fixed with necessary designed fixing arrangements on the framework in such a way that no screw is visible on external surfaces.
- (e) The partition panels shall have raceways of minimum 100 mm height. Raceways shall

be provided for drawing electrical, computer, telephone, etc., cables concealed therein. Necessary holes of 30 mm (W) x 30 to 50 mm (H) shall be cut in vertical posts (of the Aluminium Extruded framework) along the raceway level to allow the cables to pass through them. The raceways shall be provided separately for electrical cables (will normally be at table / work surface top level) and for computer / telephone wires (at skirting level). The 100 mm wide removable / flap type raceway cover plates shall be made out of 16 SWG (1.5 MM) thick aluminum alloy sheet Required (nos. and sizes) cutouts for accommodating flush type electrical plug points/switches etc. shall be provided in the cover plate at the table/work surface level. Similarly, the cover plate of this raceway at skirting level shall have proper facility/cutouts for accommodating flush type telephone plug-points/switches, I/O outlets for LAN connectivity etc. The cover plate shall be powder coated all over in matching colour shade, finish and thickness of the coating similar to that of extruded Aluminum partition-framework [described at (b) above].

- (f) The minimum depth of the hollow portion available inside the raceways shall be minimum 30 mm so that necessary bending radius for the wires, flush type plug points/switches, etc., is made available within the raceway with appropriate number of conduits inserted for wire management between the top and bottom raceways. The cables laid inside raceways shall be supported on wire hangers/brackets.
- (g) The switch plates shall be directly mounted on the raceway cover with the help of self-tapping screws. The cut outs in the raceway covers shall be made to suit the corresponding size/shape of some of the reputed brands (like MK or equivalent) of flush type switches, accessories. The position of cut-outs in the raceway covers forming part of twin work surfaces (back to back) shall be such that they are not in the same alignment. This shall make full depth of the raceway available for fixing either of the two switch boxes, I/O outlets etc. on opposite side covers of the same raceway.
- (h) The top portion of the workstation partition (above work surface level) shall be either (i) minimum 8 mm thick matt finish prelaminated panel / tile consisting of fire retardant, phenol formaldehyde bonded particle board pre laminated in factory with approved make and shade lamination on both sides or (ii) glazed panel/tile or (iii) fabric finished on minimum 8 mm thick soft board (white) panel/tile with designed / proper overlapping (required to rigid fixity of fabric) of fabric on backside of panel or (iv) Minimum 9.6 mm thick whiteboard panel made out of 8mm thick fire retardant quality interior grade MDF board with 1 mm glossy highly wear face laminate with 0.6 mm thick balancing laminate on back or combination thereof as per drawings. The panels/tiles of (i) (iii) and (iv) type shall be fixed on either side of the partition frame in any combination, as is more specifically described in the Bill / Schedule of Quantities (BOQ). All panels shall be fixed with necessary designed fixing arrangements on the framework finished with aluminum trimming patti in such a way that no screw is visible on external surfaces.

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

## **2. WORKSTATIONS - WORK TOP SURFACE**

(a) The work surface shall be made out of 25 mm thick fire-retardant quality Interior grade MDF board with 0.6 mm thick laminated top and bottom (of approved shade and make). All the exposed edges of the table and gable ends shall be finished with 2 mm thick PVC edge binding of approved shade on exposed side. Sealed / concealed edge in table top and gable ends must be with 0.8mm thick PVC edge binding of approved shade. Necessary hole (machine cut, proper finished with good workmanship) of approx. 75 mm dia. shall also be made through work surface as directed by the Bank's Engineer for entry / passing of cables.

(b) The work surface shall be properly supported on the Aluminum partition framework/ gable ends as per site requirement. All the brackets for holding work surface shall be MS powder coated of sufficient gauge and designed in such a manner so as to enable work surfaces to take a uniformly distributed load of 100 kg. / Sq. m. (Applied on top of work surface) without any visible displacements at the edges of the work surfaces.

## **3. WORKSTATIONS - KEYBOARD / MOUSE TRAYS**

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

## **4. WORKSTATIONS - PEDESTAL MOBILE DRAWER UNIT**

The unit shall be made out of CRCA steel sheets of 18/20 Gauge thickness as more specifically indicated in the drawing. The unit shall be mounted on lockable castors of approved make and design for easy movement and for fixing in a particular position once the unit is put in place. The typical pedestal mobile unit will have 3 drawers or an arrangement more specifically described in the drawing/schedule of quantity. The drawers shall be mounted on self-lubricated sliding channels with rollers for easy movement. The overall size of the unit will be 450 (W) x 575 (D) x 675 mm (H). Entire unit of CRCA steel

surfaces shall be finished with approved make and color powder coating as described at 1 (b) above. The unit shall have concealed locking arrangements with an approved brand lock and with triplicate keys, concealed handles (not protruding)

## **5. WORKSTATIONS - GABLE ENDS**

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

## **6. GROMMETS:**

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

## **(C) CABIN FURNITURES:**

### **1. STAND ALONE TABLES**

Refer drawings for overall sizes, thickness (including lamination)

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

### **2. LEGS:**

The table shall be properly supported on gable ends made up of minimum 25 mm thick fire retardant quality interior Grade MDF board with post-formed laminated edges similar and matching to the work top described at 1 above but for the height from floor to bottom



of the work surface including supporting brackets [MS powder coated of sufficient gauge and designed in such a manner so as to enable work surfaces to take a uniformly distributed load of 100 kg. / Sq. m. (Applied on top of work surface) without any visible displacements at the edges of the work surfaces] with all necessary hardware etc. together with levelers for height adjustment and PVC edge binding.

### 3. KEYBOARD AND MOUSE TRAYS:

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

### 4 PEDESTAL MOBILE DRAWER UNIT

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

### 5. GROMMETS

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

### 6. Modesty Panel

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

### 7. Rear / Side Credenza

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

#### **8. GENERAL STORAGE (OPENABLE TYPE):**

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

**LIST OF DRAWINGS**

| <b>Sl. No.</b> | <b>Drawing No.</b> | <b>Drawing Name</b>                         |
|----------------|--------------------|---------------------------------------------|
| 1.             | 1                  | Item -A - Type-1 - Curvilinear Workstation  |
| 2.             | 2                  | Item - A - Type-2 - Curvilinear Workstation |
| 3.             | 3                  | Item - A - Type-3 - Curvilinear Workstation |
| 4.             | 4                  | Item - A - Type-4 - Curvilinear Workstation |
| 5.             | 5                  | Item - A - Type-5 - Curvilinear Workstation |
| 6.             | 6                  | Item - A - Type-6 - Curvilinear Workstation |
| 7.             | 7                  | Item - A - Type-7 - Curvilinear Workstation |
| 8.             | 8                  | Item - A - Type-8 - Curvilinear Workstation |
| 9.             | 9                  | Item -B- Cabin Table                        |
| 10.            | 10                 | Item -C- storage - 900x400x750              |
| 11.            | 11                 | Item -C- storage - 900x1830x750             |
| 12.            | 12                 | Seating Layout                              |

Date:

Signature of the

Place:

Contractor with date and stamp

**Section VI (b): Technical specifications:**

**LIST OF APPROVED MATERIALS AND SUPPLIERS**

| <b>Sl. No.</b> | <b>Item / Material</b>                        | <b>Make / Name of the manufacturer</b>                                                       |
|----------------|-----------------------------------------------|----------------------------------------------------------------------------------------------|
| 1.             | MDF (Interior Grade)                          | Greenply, Green Panel, Century, NUWUD, Duratuff or any other approved equivalent.            |
| 2.             | Laminate sheet (0.6 mm, 0.8mm, 1.00 mm thick) | Formica, Greenlam, Durian, Merino, Century or AICA Sunmica or any other approved equivalent  |
| 3.             | Soft board                                    | Jolly board or any other approved equivalent.                                                |
| 4.             | Glass                                         | Saint Gobain, Asahi India Glass Ltd, Modiguard Float Glass or any other approved equivalent. |
| 5.             | Aluminium Sections                            | Hindalco, Nalco, Jindal or any other approved equivalent.                                    |
| 6.             | Powder coating paint                          | Asian, Nerolac, Berger paints or any other approved equivalent                               |
| 7.             | CRCA steel sheet                              | TATA, SAIL, Jindal, JSW or any other approved equivalent                                     |
| 8.             | Locks                                         | Godrej, Dorset, Vijayan or any other approved equivalent                                     |
| 9.             | Sliding Channel                               | Hettich, Godrej, Ebco or any other approved equivalent.                                      |
| 10.            | Prelaminated particle Board                   | Greenlam, Century or any other approved equivalent.                                          |
| 11.            | Veneer                                        | Formica, Greenlam, Durian, Merino, Century or AICA Sunmica                                   |

- Where ever applicable only I.S.I. Approved first Grade/ class materials are to be used. In other cases, where I.S.I. specifications/certifications are not available the superior range quality materials are to be used and all the products got approved by the Bank.
- The Contractor shall specify the make out of this list for which he has quoted, otherwise the Bank reserves the right to select any of the brand name of a product from the above said list, in his sole discretion, for use in the contract. No excuse from the Contractor as regard variation in rates, in this context will be valid.
- All dimensions mentioned for all sections (covered or exposed) are "OUT OF" dimensions unless otherwise stated with planning allowance as per BIS. All site items procured by the Contractor from the manufactures, such as ply, veneer, laminates, wood shall be within the allowable tolerances as specified by the manufacturer

**SECTION VII**

**SCHEDULES  
(A to H)**

## **Schedule A**

### **Notes for Schedule of Quantities**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                           |      |              |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|
| 1 | The Schedule of Quantities shall be read in conjunction with the specifications, Tender drawings and bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.                                                                                                                                                                                                              |      |              |
| 2 | Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. No claim shall be entertained from CONTRACTOR if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. The Bank's Engineer reserves the right to modify any aspect of the scope of Tender at any time during the course of work. |      |              |
| 3 | The contractor shall fill his rates and amounts for all the items for the specified quantities indicated in Schedule of Quantity issued by the Employer.                                                                                                                                                                                                                                                                  |      |              |
| 4 | Quoted Prices shall be in Indian Rupees only.                                                                                                                                                                                                                                                                                                                                                                             |      |              |
| 5 | Rates and amounts shall be entered in both figures and words. Non-compliance of these conditions may render the Bid invalid at the discretion of the Employer.                                                                                                                                                                                                                                                            |      |              |
| 6 | Unit Rates shall be submitted for all Items and they shall be firm for the entire duration of the contract and any approved extended period.                                                                                                                                                                                                                                                                              |      |              |
| 7 | The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.                                                                                                                                                                       |      |              |
| 8 | BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.                                                                                                                      |      |              |
| 9 | Abbreviations used are as under:                                                                                                                                                                                                                                                                                                                                                                                          |      |              |
|   | i)                                                                                                                                                                                                                                                                                                                                                                                                                        | No.  | Number       |
|   | ii)                                                                                                                                                                                                                                                                                                                                                                                                                       | Cu m | Cubic metre  |
|   | iii)                                                                                                                                                                                                                                                                                                                                                                                                                      | Sq m | Square metre |
|   | iv)                                                                                                                                                                                                                                                                                                                                                                                                                       | M    | Metre        |
|   | v)                                                                                                                                                                                                                                                                                                                                                                                                                        | LS   | Lump sum     |
|   | vi)                                                                                                                                                                                                                                                                                                                                                                                                                       | MT   | Metric Tonne |
|   | vii)                                                                                                                                                                                                                                                                                                                                                                                                                      | Kg   | Kilogram     |

## Schedule B

### **Material Testing and Quality assurance:**

Contractor shall submit the material testing and quality assurance plan for approval to the Bank. Necessary amendments, if any, advised by the Bank shall be incorporated by the Contractor. Contractor shall get done the material testing and quality control check as per the relevant IS codes and standards covering the entire scope of work as per schedule of quantity and specifications as per plan approved by the Bank.

## **Schedule C**

### **SAFETY CODE**

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



## **FIRE SAFETY CODE**

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

## **Schedule D**

### **LIST OF DOCUMENTS TO BE MAINTAINED AT SITE**

| <b>S. No.</b> | <b>Description of the Document</b>                  | <b>Remarks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1             | Contract Agreement.                                 | Certified true copies of the contracts                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2             | Drawings                                            | One set of all drawings issued for the work                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3             | Work Programme chart                                | Showing latest item wise progress plan                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4             | Work instruction / Site order Book                  | For issue of instructions by Bank's Engineer or his representative at site in the course of day to day supervision .This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Bank's Engineer or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action. |
| 5             | Labor Report and Daily Progress Report (DPR)        | To record the labour and DPR by the contractor                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6             | Test Reports/ certificates for Materials/ equipment | To maintain record of test reports/ certificates received from manufacturers                                                                                                                                                                                                                                                                                                                                                                                       |
| 7             | Measurement Book                                    | To record measurements of works                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8             | Progress Review reports                             | To maintain record of progress                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9             | File and Register for Extra/Variation Order         | To maintain record of extra/ variation items                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 10            | Hindrance register                                  | For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Bank's Engineer representative and the contractor's representative                                                                                                                                                                                                                                                                          |
| 11            | Log Book of defects                                 | To record defects noticed during inspection                                                                                                                                                                                                                                                                                                                                                                                                                        |

## Schedule E

### General Rules and Instructions to Bidders - Information

|                             |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bids in Two Bids System     | 2             | <b>Tender Inviting Authority –</b><br>Shri V G Sekar<br>Chief General Manager &<br>Principal<br>College of Agricultural Banking<br>Reserve Bank of India<br>Pune<br>Tel No : .020-25537756<br>E Mail id : <a href="mailto:principalcab@rbi.org.in">principalcab@rbi.org.in</a>                                                                                                                                                                                                                                                       |
|                             |               | <b>Name of the Work-</b> Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor <b>Estimated cost of work:- ₹ 25.92 lakh</b>                                                                                                                                                                                                                                                                      |
|                             |               | <b>Office-</b> College of Agricultural Banking, Reserve Bank of India, university Road, Pune - 411016.                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                             | 2, 14         | <b>Due Date and Time for submission of e-Tender/Bid (Bid close date)- upto 10:00 AM of 23.11.2023</b><br><b>Tender submission mode:</b> e-Tender                                                                                                                                                                                                                                                                                                                                                                                     |
| Earnest Money Deposit (EMD) | 4(iii) and 11 | <b>EMD</b> of Rs. 51850/- in the form of NEFT shall be deposited in original at the office of tender inviting authority on or before the due date <b>23.11.2023</b> and up to 12:00 PM.<br>EMD can also be remitted to Reserve Bank of India Account of on or before 12:00 PM of <b>23.11.2023</b> . The account details for NEFT transactions are as per Annexure II<br>Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents. |
| Pre-Bid Clarifications      | 5             | <b>Date and Time of Pre-Bid Meeting -</b> on 10.11.2023 at 11.00 AM<br><b>Venue -</b> Reserve Bank of India<br>Premises Section,<br>Pune                                                                                                                                                                                                                                                                                                                                                                                             |
| Opening of Bids             | 16            | <b>Date of opening of tenders/bids (Part-I)-</b> 11:00 AM of 23.11.2023 on e-Tender mode.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Bid validity                | 17            | <b>Bid validity –</b> Three Months                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| Time for Completion of work | 23 | <b>Time allowed to complete the work:</b> 90 days from the date of commencement. |
|-----------------------------|----|----------------------------------------------------------------------------------|

## Schedule F

### General Conditions of the Contract - Information

|                                                              |     |      |                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------|-----|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Definitions                                                  | 1.  |      |                                                                                                                                                                                                                                                                                                          |
|                                                              |     | i)   | <b>Name of the Work</b> – Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor                                                                                      |
|                                                              |     | ii)  | <b>The Site</b> – Ground floor, Administrative Block, College of Agricultural Banking, Reserve Bank of India, Pune.                                                                                                                                                                                      |
|                                                              |     | iii) | <b>Employer</b> - Chief General Manager & Principal<br>College of Agricultural Banking, Reserve Bank of India, Pune.                                                                                                                                                                                     |
|                                                              |     | iv)  | The percentage mentioned to cover all overheads and profits – 15%                                                                                                                                                                                                                                        |
|                                                              |     |      |                                                                                                                                                                                                                                                                                                          |
| Discrepancies and Adjustment of Errors (order of preference) | 2.  |      | The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions .                      |
|                                                              | 2.1 |      | In the case of discrepancy between the schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed -:                                                                                                                                           |
|                                                              |     | i    | Description of Schedule of Quantities.                                                                                                                                                                                                                                                                   |
|                                                              |     | ii)  | Particular Specification and Special Condition, if any.                                                                                                                                                                                                                                                  |
|                                                              |     | iii) | Drawings.                                                                                                                                                                                                                                                                                                |
|                                                              |     | iv)  | General Specifications.                                                                                                                                                                                                                                                                                  |
|                                                              |     | v)   | Indian Standard Specifications of B.I.S                                                                                                                                                                                                                                                                  |
|                                                              | 2.2 |      | If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor. |
|                                                              | 2.3 |      | If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.                                                                                                                                                               |
|                                                              | 2.4 |      | The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with standard method of                                                                                                                                                                          |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|  |  | measurement. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract. |
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### **CLAUSES OF CONTRACT**

|                              |                                                                                                                                                                                                                                                             |                                                                                                                                                                                                    |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Performance Guarantee        | CLAUSE 1                                                                                                                                                                                                                                                    |                                                                                                                                                                                                    |
|                              | (i)                                                                                                                                                                                                                                                         | Time allowed for submission of Performance Guarantee from the date of award of work – 14 days                                                                                                      |
|                              | (ii)                                                                                                                                                                                                                                                        | Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above without penalty – 7 days                                                      |
|                              | (iii)                                                                                                                                                                                                                                                       | Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (ii) above with late fee @ 0.1% of the amount of Performance Guarantee per day – 7 days |
| Recovery of Security Deposit | CLAUSE 1 A                                                                                                                                                                                                                                                  |                                                                                                                                                                                                    |
|                              | Retention percentage – 5% from every bill subject to 5% of the contract price                                                                                                                                                                               |                                                                                                                                                                                                    |
| Compensation for Delay       | CLAUSE 2                                                                                                                                                                                                                                                    |                                                                                                                                                                                                    |
|                              | (i) Authority for fixing compensation under clause 2 :<br>Authority for fixing compensation under clause 2 :<br>Shri V G Sekar<br>Chief General Manager & Principal<br>College of Agricultural Banking<br>Reserve Bank of India<br>Premises Section<br>Pune |                                                                                                                                                                                                    |

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Measurements of Work Done                                             | CLAUSE 2 or CLAUSE 2A                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                       | Clause applicable – 2A                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Payment on Interim Certificate to be Regarded as Advances             | CLAUSE 3                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                       | Gross value of work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment) - ₹ .... Lakh<br>Retention percentage for Interim Certificates – 5% from every bill                                                                                                                                                                         |
|                                                                       | Total Retention Money - 5% of the Contract Price plus 5% Performance Bank Guarantee.                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                       | Retention period for the Retention Money - up to successful completion of Defects Liability Period (DLP)                                                                                                                                                                                                                                                                                                                                                       |
|                                                                       | Installment due after Completion - Performance Bank Guarantee submitted by contractor towards Performance                                                                                                                                                                                                                                                                                                                                                      |
|                                                                       | Period of honouring interim certificates-1 month from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract                                                                                                                                                                                                                                                                                         |
| Action in case Work not done as per Specifications                    | CLAUSE 4                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                       | Authority for accepting reduced rate –<br>Shri V G Sekar<br>Chief General Manager & Principal<br>Reserve Bank of India<br>Premises Section<br>Pune                                                                                                                                                                                                                                                                                                             |
| Deviations/ Variations Extent and Pricing                             | CLAUSE 5                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Deviation - Deviated Quantities and Pricing                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Contractor Liable for Damages, defects during defect liability period | CLAUSE 6                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                       | Defects Liability Period – 12 months from the date of completion and handing over the Completion Certificate to the Employer<br><br>LD at the rate of 0.25% per week of accepted tender amount, subjected to a maximum of 10% of the contract amount for the entire work. The tenderer shall before commencing work, prepare a detailed work Programme, which shall be approved by the Bank's Engineer<br><br>Competent Authority for deciding reduced rates – |

|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                       | Principal<br>College of Agricultural Banking<br>Reserve Bank of India Premises Section<br>Pune                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Settlement of<br>Disputes &<br>Arbitration                                            | CLAUSE 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                       | Competent Authority for referring the dispute – Chief General Manger & Principal, College of Agricultural Banking, Reserve Bank of India, Pune.<br><br>Place of Arbitration – Pune, India                                                                                                                                                                                                                                                                                                                                                                                                    |
| Water and Electric power supply for<br>work<br>Alternate water supply<br>arrangements | CLAUSE 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                       | Bank will make available water and electricity power supply required at one point free of charge. Contractor shall arrange to make arrangement for connection with safety fixtures.                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                       | CLAUSE 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Insurance in respect of damages<br>to Persons and<br>Property                         | Contractor shall take following Insurance Policies:<br><br><ol style="list-style-type: none"> <li>1) Contractor's All Risk Policy for the full Contract Value for entire Contract Period</li> <li>2) Workmen Compensation Policy for all workmen deployed at site</li> <li>3) Third Party Liability Policy as per following details: <ol style="list-style-type: none"> <li>a) For injury to persons – ₹2 Lakh per person per accident</li> <li>b) For damage to property – ₹5 Lakh per accident</li> </ol> </li> </ol> <p>Subject to overall ceiling as per extant Insurance guidelines</p> |



## **Schedule G**

### **Important instructions for E-procurement**

Bidders are required to register themselves with MSTC E commerce portal to participate in the bidding process. Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC Eprocurement 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 as well as Commercial 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).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> e-Procurement-PSU/Govt depts.-Select RBI Logo Register as Vendor Filling up details and creating own user id and password Submit.</p> <p>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 the e-tender). Details of MSTC officials in case of any technical clarifications related to MSTC Portal-</p> <p>1. Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 <a href="mailto:tsarkar@mstcindia.co.in">tsarkar@mstcindia.co.in</a></p> <p>2. Helpdesk at MSTC Mumbai for vendors:022-22886268/22822789</p> <p>3. Centralized helpdesk for vendors: 033-234002020/23400021/23400022</p> <p>Google hangout ID - (for text chat) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>Contact person (RBI Pune):</p> <p>1. Smt Anjali Karyekar (Assistant General Manager): 9890945006 (<a href="mailto:askaryekar@rbi.org.in">askaryekar@rbi.org.in</a>)</p> <p>2. Sudhansu Vikram(Asst. Manager): 9041088108 (<a href="mailto:sudhansuv@rbi.org.in">sudhansuv@rbi.org.in</a>)</p> <p>3. Pooja Pai (JE Civil): 7499116355 (<a href="mailto:poojapai@rbi.org.in">poojapai@rbi.org.in</a>)</p> <p>Contact person (MSTC Ltd):</p> <p>Centralized helpdesk for vendors: 033-234002020/23400021/23400022</p> <p>2. Helpdesk at MSTC Mumbai for vendors: 022-22886268/22822789</p> |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>3. Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – <a href="mailto:tsarkar@mstcindia.co.in">tsarkar@mstcindia.co.in</a></p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p>□ Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". =&gt; Other Settings:</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools=&gt; Internet Options=&gt; custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>                                                                                                                                                                                                                                                                                    |
| 2 | <p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3 | <p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4 | <p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE</p> |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5 | 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6 | E-tender cannot be accessed after the due date and time mentioned in NIT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 7 | <p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD (only to be paid by Successful Bidder) and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> □ e-procurement □PSU/Govt depts□ Login under RBI□ My menu□ Auction Floor Manager□ live event □Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>I) Tender issuing authority reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>No deviation of the terms and conditions of the tender document is acceptable.</p> <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p> |
| 8  | Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.                                                                                                                                                                                                                                                                                                              |
| 9  | No deviation to the technical and commercial terms & conditions are allowed.                                                                                                                                                                                                                                                                                                                                       |
| 10 | The 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.                                                                                                                                                                                                                                                              |
| 11 | Bidders are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> to familiarize them with the system before bidding.                                                                                                                                                                                                      |

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

**Place**

**Signature of Bidder with Seal**

**Date**

## **SECTION VIII**

### **List of ANNEXURES**

**Annex 1****Pre-qualification/Eligibility Criteria forms****Format 1****Basic Information (To be read with Clause 1 Section III)**

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

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

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

Signature of bidder

Name & Designation

Date and Place

Office Seal:

**PREVIOUS WORK EXPERIENCE (To be read with Clause 1 Section III)****List of important similar works executed by the contractor/firm  
(including works completed prior to on or before 31/10/2023)**

| Sl no | Name of similar work and location | Nature of work / items of work involved in the contract | Name of the owner/ client and Architect. Also indicate whether Government or Semi-Government or Private Body with full postal address. | Cost of work             |                                       | Period of completion         |                              |                           | Reason for delay, if any | Whether work was left incomplete or contract was terminated from either side? | Litigation/Arbitration, if any with details. | Any other relevant information. |
|-------|-----------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------|------------------------------|------------------------------|---------------------------|--------------------------|-------------------------------------------------------------------------------|----------------------------------------------|---------------------------------|
|       |                                   |                                                         |                                                                                                                                        | Contract Amount (₹ lakh) | Actual value of work done (in ₹ lakh) | Date of commencement of work | Scheduled date of completion | Actual date of completion |                          |                                                                               |                                              |                                 |
| 1.    | 2.                                | 3.                                                      | 4.                                                                                                                                     | 5 a                      | 5 b                                   | 6a                           | 6b                           | 6c                        | 7                        | 8                                                                             | 9                                            | 10                              |
|       |                                   |                                                         |                                                                                                                                        |                          |                                       |                              |                              |                           |                          |                                                                               |                                              |                                 |
|       |                                   |                                                         |                                                                                                                                        |                          |                                       |                              |                              |                           |                          |                                                                               |                                              |                                 |
|       |                                   |                                                         |                                                                                                                                        |                          |                                       |                              |                              |                           |                          |                                                                               |                                              |                                 |
|       |                                   |                                                         |                                                                                                                                        |                          |                                       |                              |                              |                           |                          |                                                                               |                                              |                                 |

Attach supporting documents

Signature of the bidder with seal



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

| Sl no | Name of the work and location | Nature of work / items of work involved in the contract | Name of the owner and Architect<br><br>Whether Government or Semi-Government or Private Body with full postal address. | Contract Amount in ₹ | Completion Period |          | Present stage of work with reasons if the work is getting delayed | Any other relevant information |
|-------|-------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------|----------|-------------------------------------------------------------------|--------------------------------|
|       |                               |                                                         |                                                                                                                        |                      | Stipulated        | Expected |                                                                   |                                |
| 1     | 2                             | 3                                                       | 4                                                                                                                      | 5                    | 6(a)              | 6(b)     | 7                                                                 | 8                              |
|       |                               |                                                         |                                                                                                                        |                      |                   |          |                                                                   |                                |
|       |                               |                                                         |                                                                                                                        |                      |                   |          |                                                                   |                                |
|       |                               |                                                         |                                                                                                                        |                      |                   |          |                                                                   |                                |

Signature of the bidder with seal

**Works qualifying Eligibility (To be read with Clause 1 Section III)****Details of similar work/s (qualifying) completed during last five years ending October 31, 2023**

| Sl no | Name of similar work and location | Nature of work / items (brief description) of work involved in the contract. | Name of the owner/ client and Architect. Also indicate whether Government or Semi-Government or Private Body with full postal address. | Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidder's client who can be contacted by the Bank in case it is so needed). | Cost of work             |                                       | Period of completion         |                              |                           | Reason for delay, if any | Whether work was left incomplete or contract was terminated from either side? | Litigation/Arbitration, if any with details. | Any other relevant information. |
|-------|-----------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------|------------------------------|------------------------------|---------------------------|--------------------------|-------------------------------------------------------------------------------|----------------------------------------------|---------------------------------|
|       |                                   |                                                                              |                                                                                                                                        |                                                                                                                                                                                    | Contract Amount (₹ lakh) | Actual value of work done (in ₹ lakh) | Date of commencement of work | Scheduled date of completion | Actual date of completion |                          |                                                                               |                                              |                                 |
| 1.    | 2.                                | 3.                                                                           | 4.                                                                                                                                     | 5.                                                                                                                                                                                 | 6 a                      | 6b                                    | 7a                           | 7b                           | 7c                        | 8                        | 9                                                                             | 10                                           | 11                              |
|       |                                   |                                                                              |                                                                                                                                        |                                                                                                                                                                                    |                          |                                       |                              |                              |                           |                          |                                                                               |                                              |                                 |
|       |                                   |                                                                              |                                                                                                                                        |                                                                                                                                                                                    |                          |                                       |                              |                              |                           |                          |                                                                               |                                              |                                 |
|       |                                   |                                                                              |                                                                                                                                        |                                                                                                                                                                                    |                          |                                       |                              |                              |                           |                          |                                                                               |                                              |                                 |

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

Signature of the bidder with seal

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR (On Client's Letter Head) (To be read with  
Clause 1 Section III)**

Name & address of the Client :

Details of Works executed by Shri /M/s :

1. Name of work with brief particulars of items involved (as per schedule of quantities) :

2. Whether the framework (i.e. inner metal skeleton) is designed

(in-house or get designed from professional/s) or proprietary for

its structural fitment, sturdiness, stability, self-supportiveness and safety

of the system by the Contractor as per requirement of system : Yes / No

3. Agreement No. and date :

4. Agreement amount :

5. Date of commencement of work :

6. Stipulated date of completion :

7. Actual date of completion :

8. Details of compensation levied for delay (indicate amount) if any :

9. Gross amount of the work completed and paid :

10. Name and address of the authority under whom works executed :

11. Whether the contractor employed qualified Supervisor during execution of work :

12. i) Quality of work (indicate grading) : Outstanding/Very Good/ Good/Satisfactory/poor

(ii) Amt. of work paid on reduced rates, if any.

12. i) Did the contractor go for arbitration?

ii) If yes, total amount of claim

iii) Total amount awarded

13. Comments on the capabilities of the contractor.

a) Technical proficiency : Outstanding/Very Good/ Good/Satisfactory/poor

b) Financial soundness : Outstanding/Very Good/Good/Satisfactory/poor

c) Mobilization of adequate T&P : Outstanding/Very Good/Good/Satisfactory/poor

d) Mobilization of manpower : Outstanding/Very Good/Good/Satisfactory/poor

e) General behavior : Outstanding/Very Good/Good/Satisfactory/poor

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

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

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

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

| Sr.no. | Details                                                       | Financial Year                                      |                                                     |                                                     |
|--------|---------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
|        |                                                               | April 1, 2020 to<br>March 31, 2021<br><br>₹ in lakh | April 1, 2021 to<br>March 31, 2022<br><br>₹ in lakh | April 1, 2022 to<br>March 31, 2023<br><br>₹ in lakh |
| 1      | Annual financial turn over certified by Chartered Accountant. |                                                     |                                                     |                                                     |
| 2      | Income Tax returns for the year                               |                                                     |                                                     |                                                     |

**Note:**

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

**Signature of the bidder with seal**

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

To,  
Principal  
College of Agricultural Banking  
Reserve Bank of India  
Pune

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹.....(Rupees .....). This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:- (i) Bankers' certificates should be on letter head of the Bank  
(ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

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

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

**Signature of the bidder with seal**



**Draft Articles of Agreement**

(On Non Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Central Office, Shahid Bhagat Singh Marg, Fort, Mumbai-400001, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Employer") of the one part and

\_\_\_\_\_  
(hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of Design, Supply, Installation, Testing and Commissioning of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor and has caused drawings and specifications describing the works to be done.

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

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

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The term "Architect" in the said conditions shall mean 'in house Architect ' for the purpose of architectural planning etc. of works under this contract.
3. The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
- (a)
4. The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit

themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **90 days** subject nevertheless to the provisions for extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties failing which the employer shall be entitled to recover liquated damages as per the said conditions.
10. All payments by the Employer under this Contract will be made only at Pune.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Pune and only Courts in Pune shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.
13. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to

observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

|                                                                                                                                                                                                                                                                                       |                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents the day and year first hereinabove written.                                                                                                                                      | If the contractor is a partnership or an individual. |
| IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written. | If the contractor is a company.                      |

#### Signature Clause

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

*(Name and designation)*

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

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

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ in the presence of

(1)

(2)

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

If the Contractor signs under its common seal, the signature

- (1)
- (2)

clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED BY the Contractor by the hand of Shri \_\_\_\_\_ and duly constituted attorney.

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

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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

Dear Sir,

**Name of Work :** Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor

Ref.: \_\_\_\_\_ date \_\_\_\_\_

**WHEREAS**

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

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) \_\_\_\_\_, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of EMD.

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the

said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

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

We hereby further agree that –

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

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

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

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorized Official (with seal)

(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).

**PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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

Dear Sir,

**Name of Work :** Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).



2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- f) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- g) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .
- h) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- i) This guarantee shall remain in force up to \_\_\_\_\_ (30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- j) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply

with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) **2023** being herewith duly authorized.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature .....

Signature .....

Name .....

Name .....

Address .....

Address .....

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To,

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

Dear Sir/Madam,

**Design, Supply, Installation, Testing and Commissioning (DSITC) of made Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor**

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. ....  
.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

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

### **Proforma for providing input for NEFT Payment**

## RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

**1. Supplier's / Vendor's Name:**

[illegible]

**2. Supplier's / Vendor's Name as per Bank Records:**

[illegible]

### 3A. Supplier's Code

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

3B. Supplier's PAN Number: #

[illegible]

# Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

**4. Supplier's / Vendor's Complete Postal Address:**

|           |  |  |  |  |  |  |           |  |  |  |     |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|-----------|--|--|--|-----|--|--|--|--|--|--|
| Door No.  |  |  |  |  |  |  | Street:   |  |  |  |     |  |  |  |  |  |  |
| Location: |  |  |  |  |  |  | District: |  |  |  |     |  |  |  |  |  |  |
| City:     |  |  |  |  |  |  | State     |  |  |  | PIN |  |  |  |  |  |  |

5. Supplier's / Vendor's E-mail ID:

[illegible]

**6.**

\_\_\_\_\_M\_\_\_\_\_

7. Name of the Bank:

[illegible]

8. Bank (Branch) Postal Address:

[illegible]

9. RTGS\*/NEFT\*\* /MICR- Code of the Branch:

|       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| RTGS: |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| NEFT: |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| MICR: |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

RTGS\* - "Real Time Gross Settlement", NEFT\*\* - "National Electronic Fund Transfer". MICR-Magnetic Ink Recognition Character These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

**10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)**

|                      |                      |                  |  |
|----------------------|----------------------|------------------|--|
| Saving Bank Account: | Cash Credit Account: | Current Account: |  |
|----------------------|----------------------|------------------|--|

**11. Bank Account Number of the Supplier: ©**

[illegible]

© Fill up from the 1<sup>st</sup> column. For the balance left out blank columns, please mention 'x' mark.  
We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

**Date:**                      **Supplier's Seal:**              **Authorized Signature of the Supplier:**  
**Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.**

Date:                      Bank's Stamp                      Authorized Signature of the Officer of the Bank.

**Annex 7**

**Proforma for Indemnifying the Employer against Contract labour Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

To,

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

Dear Sir/Madam

**Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor**

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

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

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

**Proforma for Indemnifying the Employer against Patent Rights**

(On Non-Judicial Stamp Paper of appropriate value)

To,

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

Dear Sir/Madam

**Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor**

We, M/s \_\_\_\_\_ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank's Engineer in this behalf.

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

**FORMAT OF MEASUREMENT BOOK**

M.B.No. \_\_\_\_\_

Page  
No. \_\_\_\_\_

| Tender<br>Item No./<br>Tender<br>Page No. | Full<br>Description<br>of item of<br>work | Measurements |   |   |     | Quantity |
|-------------------------------------------|-------------------------------------------|--------------|---|---|-----|----------|
|                                           |                                           | No.          | L | B | D/H |          |
|                                           |                                           |              |   |   |     |          |
|                                           |                                           |              |   |   |     |          |

**Abstract of cost for Running/Final Bill****Running Bill no: .....**

M.B. No. \_\_\_\_\_

Page No. \_\_\_\_\_

| Serial<br>No. | Tender<br>Item<br>No. | Description | Quantity | Rate<br>₹ | Unit | Amount<br>₹ |
|---------------|-----------------------|-------------|----------|-----------|------|-------------|
| 1             | 2                     | 3           | 4        | 5         | 6    | 7           |
|               |                       |             |          |           |      |             |
|               |                       |             |          |           |      |             |



## SECTION : IX

### Tender Drawings

**Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor**

| Sl. No. | Drawing No. | Drawing Name                                |
|---------|-------------|---------------------------------------------|
| 1.      | 1           | Item -A - Type-1 - Curvilinear Workstation  |
| 2.      | 2           | Item - A - Type-2 - Curvilinear Workstation |
| 3.      | 3           | Item - A - Type-3 - Curvilinear Workstation |
| 4.      | 4           | Item - A - Type-4 - Curvilinear Workstation |
| 5.      | 5           | Item - A - Type-5 - Curvilinear Workstation |
| 6.      | 6           | Item - A - Type-6 - Curvilinear Workstation |
| 7.      | 7           | Item - A - Type-7 - Curvilinear Workstation |
| 8.      | 8           | Item - A - Type-8 - Curvilinear Workstation |
| 9.      | 9           | Item -B- Cabin Table                        |
| 10.     | 9A          | Item -B - Rear Credenza                     |
| 11.     | 10          | Item -C- storage - 900x400x750              |
| 12.     | 11          | Item -C- storage - 900x1830x750             |
| 13      | 12          | Seating Layout                              |

Note- Drawings attached separately

**COLLEGE OF AGRICULTURAL BANKING  
RESERVE BANK OF INDIA  
PUNE**

**RBI/CAB PUNE/Estate/16/23-24/ET/174  
e-TENDER FOR**

**Design, Supply, Installation, Testing and Commissioning (DSITC)  
of Modular Work Stations, Cabin Work tables & associated utilities  
/ accessories for Office Area at Mahanadi Ground Floor**

**Part II (Unpriced Bid)**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**Pre-Bid meeting: At 11:00 AM on 10.11.2023**

**Due Date and time of Submission of e-Tender: 10:00 AM of 23.11.2023**

### Un-Priced Bid

| Name of Work - Design, Supply, Installation, Testing and Commissioning (DSITC) of Modular Work Stations, Cabin Work tables & associated utilities / accessories for Office Area at Mahanadi Ground Floor, RBI CAB Pune |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| Schedule of Quantity                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |      |
| Item No.                                                                                                                                                                                                               | Description of Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Qty. | Unit |
| <b>A</b>                                                                                                                                                                                                               | <b>WORK STATIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |      |
|                                                                                                                                                                                                                        | Design*, Supply, Installation, Testing and Commissioning (DSITC) factory made Modular workstation system as per technical specifications (Ref.: Section VI of Part I) and drawings [Sl. No. 1 to 8] consisting the following (Item no. I to IV below):                                                                                                                                                                                                                                                                                                                                                                                          |      |      |
|                                                                                                                                                                                                                        | [*Note: Contractor shall submit a warranty of 05 years certifying the sturdiness, stability, self-supportiveness and structural safety of the system.]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |      |
| <b>I</b>                                                                                                                                                                                                               | <b><u>WORK STATIONS – PARTITIONS- (1220 mm height)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |      |
|                                                                                                                                                                                                                        | Double skin partitions of minimum height 1220 mm made with designed* / proprietary* framework consisting of matt finish powder coated extruded aluminium sections, prelaminated particle board on both sides up to work surface and prelaminated particle board/ fabric/ glass/ white board/ soft board panel above the wire management system at work surface level as per specifications, drawings complete all as directed by the Bank's Engineer with following details:                                                                                                                                                                    |      |      |
| I (a)                                                                                                                                                                                                                  | Partition with one side fabric panel / white board above work surface level and pre-laminated particle board on the other side.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 54.0 | Sqm. |
| I (b)                                                                                                                                                                                                                  | Partition with fabric panel above work surface level on both sides.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 22.0 | Sqm. |
| I (c)                                                                                                                                                                                                                  | Partition with single glass panel (toughened) above work surface level                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 25.0 | Sqm. |
| I (d)                                                                                                                                                                                                                  | Prelam partition as modesty panel for Open Workstations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 13.0 | Sqm. |
|                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |      |
| <b>II</b>                                                                                                                                                                                                              | <b><u>WORK STATIONS – WORK SURFACES:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |      |
|                                                                                                                                                                                                                        | Standard work surface single or cluster, made from MDF board with both side laminate finish, supported on the workstation partitions with necessary cantilever brackets, end/ corner brackets and gable end supports etc. as per site requirement and as shown in the drawing. All fixtures/fittings/peripherals shall be as per specifications/ drawings/design requirement with laminate of approved shade and aluminium extruded members powder coated in approved shade matching to laminate etc.<br>[Note: (**) Longitudinal dimensions of work tops mentioned below may vary slightly as per site. Item shall be supplied after verifying |      |      |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |    |      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|
|          | actual measurements at site.<br>The workstations to include the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |      |
| II (a)   | Work surface of overall size 1500mm x 1500 mm x 600 mm with curved profile as indicated in the drawing ( additional brackets, gable end supports as required shall be provided). The top will have 2 mm thick PVC edge binding of approved shade on exposed side. Sealed edge in table top must be with 0.8mm thick PVC edge binding of approved shade.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 32 | Nos. |
| II (b)   | Providing and fixing vertical supports made of 18mm thick pre-lam particle board of size (600x730 mm) with PVC Edge banding for Tabletop support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 52 | Nos. |
| III      | <b>Work Stations</b> - Key board tray with mouse tray of approved make and shade complete all as directed by the Bank's Engineer. Each workstation shall have a pull-out tray made out of CRCA steel sheets of 18 gauge and standard shape and powder coated with approved shade. The tray size shall be minimum 500 mm (L) x 350 mm (W) x 75 mm (D) and sufficient for the computer key board. The tray shall be mounted on telescopic channel. The key board tray shall also have integral space (sliding plate arrangement) to accommodate the mouse pad.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 32 | Nos. |
| IV       | <b>Work Stations - Pedestal mobile drawer</b> unit made of CRCA sheet finished with powder coating of approved shade having overall size 450 W x 575 D x 675 H with drawer's/ filing arrangement etc. complete all as directed by Bank's Engineer. The unit shall be made out of CRCA steel sheets of 18/20 Gauge thickness as more specifically indicated in the drawing. The unit shall be mounted on lockable castors of approved make and design for easy movement and for fixing in a particular position once the unit is put in place. The typical pedestal mobile unit will have 3 drawers or an arrangement more specifically described in the drawing/schedule of quantity. The drawers shall be mounted on self-lubricated sliding channels with rollers for easy movement. The overall size of the unit will be 450 (W) x 575 (D) x 675 mm (H). Entire unit of CRCA steel surfaces shall be finished with approved make and color powder coating. The unit shall have concealed locking arrangements with an approved brand lock and with triplicate keys, concealed handles (not protruding). | 32 | Nos. |
| <b>B</b> | <b>Cabin Furniture</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |    |      |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |      |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------|
|        | Design*,Supply, Installation, Testing and Commissioning (DSITC) modular cabin furniture as per specifications and drawings consisting of the following (Item no. I to II below): Refer Drawing No. 12 for cabin layout.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |      |
|        | [*Note: Contractor shall submit a warranty of 05 years certifying the sturdiness, stability, self-supportiveness and structural safety of the system.]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |      |
| I      | <b>ASST. GENERAL MANAGERS'S - Grade C TABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |      |
|        | Refer to Drawing no. 9 for details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |      |
|        | Table, Credenzas, pedestal units and keyboard as per detailed drawing and specifications with use of 0.6 mm thick laminate on both sides of approved make/shade wherever required of following sizes:<br>(a) Table top surface of size 1500mm L x 675mm W x 750mm Height.<br>(b) Modesty Panel for Full length, 600mm wide as per approved design and drawing made of 18 Gauge CRCA steel sheet with powder coating of approved shade.<br>(c) Approved quality CRCA Key board tray with mouse pad.<br>(d) Gable Ends assembly 630 W x 710 H x 25 mm thick Interior graded MDF with 0.6mm thick laminate of approved make and shade on both sides, up to table top (2 nos.) or end support to the table at extreme end, of the full table width with levellers.<br>(e) Side Credenza of size 990mm L x 450mm D x 750mm H as per the details shown in the drawing and specification. Besides opening drawer unit side portion of credenza will have sliding shutter as per details/ sizes shown in drawings.<br>(f) One independent (rear) Credenza of Size 1200 mm L x 450mm W x 750mm H to be provided as per detail shown in the drawing all complete as directed by Bank's Engineer.<br>(g) The table will be fitted with a pedestal mobile drawer and filling arrangement. The size of the pedestal unit 450 mm W x 375 mm D x 675mm H. | 1 | Nos. |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |      |
| II     | <b>TABLE FOR Cabin no. two and three</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |      |
|        | Item same as item No. I above but :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |      |
| II (a) | <b>Without Rear / Back Credenza</b><br>(I) Cabin No. 2<br>(II) Cabin No. 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2 | Nos. |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |      |
| C      | <b>GENERAL STORAGE (OPENABLE TYPE) :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |      |
|        | Refer to Drawing no. 10 & 11 for details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |      |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |     |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|
|       | <p>Design, Fabrication, Supply and Fixing of Storage system. The structure of the storage should be of CRCA of 18 gauge thickness including the top of the unit. The depth of all the units should be 400mm. The facia of shutter of 15 mm and top of 25 mm Curvica (post formed) should be constructed from MDF board of interior quality, 0.6mm thick laminate pasted on both sides of panel and screwed to the body of the unit. The rear side of the storage unit should be constructed of CRCA powder coated finish. Each unit should sit on a steel base of 85mm high finished with CRCA powder coated paint.</p> <p>Shelves shall be adjustable, made out of 18 gauge CRCA sheet in powder coated finish and would be fixed on a slotted section. The base should have levelers. The base should have provision to pass wires through it. Complete as specified. The shutters will be openable as specified in the drawing with the number of shelves as shown in the drawing. The openable shutters are to be provided with telescopic hinges which fit onto the CRCA body along with suitable locking arrangement. (Sizes in elevation are approximate and will vary according to site conditions) etc. complete as per detailed specifications.</p> |    |     |
| I (a) | Size: 900mm W x 750mm H x 400mm D Two openable shutters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 21 | Nos |
| I (b) | Size : 900mm W x 1830mm H x 400mm D Two openable shutters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 21 | Nos |