NOTICE INVITING E-TENDER (NIT)

1. The e-Tender is invited from the empaneled contractors for the work, for providing of 'Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi'. The estimated cost of the work is ₹13,23,689/ - (incl. of GST) and is to be completed within 90 days from the seventh day after the date of issue of the work order / intimation from the Bank.

2. Eligibility Criteria: Bidders empanelled for electrical works in the relevant category (₹10 lakh to ₹25 lakh) at RBI, Kochi.

3. The e-tender will be carried out by Central Public Procurement Portal (CPPP) https://etenders.gov.in/eprocure/app as third party on behalf of RBI. Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPPP and procedure of e tendering has been attached at Annexure-7. E-Tender shall be submitted online in two parts. Part I of the e-tender will contain the standard technical and commercial conditions for the proposed work and Part II of the e-tender will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is an e-tender bid, and the bidders are not required to be present for opening. The description appearing in the price bid may or may not comprehensively cover the detailed scope of works. Bidders shall refer to the unpriced bill of quantities and quote the price accordingly in the price bid.

4. The Bank is under no obligation to accept the lowest bid and reserves the right to accept any tender either in whole or in part. The Bank reserves the right to reject any or all tenders at its sole discretion, without providing any reason therefor.

5. The Bank reserves the right to issue addendum / corrigendum / minutes / pre-bid meeting, which shall be published solely on the official website of RBI and CPPP. Such updates shall form an integral part of the tender document, and no separate notification will be sent to the individual bidders. It is the sole responsibility of the bidder to monitor these portals for any amendment / s.

6. The schedule for the tender (SOT) is as follows:

Sl. No	Item	Details
1	e-Tender No.	2026_RBI_297389
2	e-Tender ID	2026_RBI_297389
3	Tender Inviting Authority	General Manager (Officer in Charge), Reserve Bank of India, Kochi (Email id: estatekochi@rbi.org.in)
4	Name of Work	Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.
5	Mode of Tender	e-Procurement System through Central Public Procurement Portal (CPPP), https://etenders.gov.in/eprocure/app. All interested bidders must register through the above-mentioned website.
6	Estimated Cost	₹13,23,689/ - (incl. of GST)
7	Earnest Money Deposit (EMD)	Nil

8	Performance Bank Guarantee (PBG)	5% of the contract value, issued by a Scheduled Bank in favour of the Reserve Bank of India.
9	Retention Money Deposit (RMD)	5% to be deducted from bills (5% of the value of works).
10	Date & time from which NIT and tender can be viewed / downloaded	November 10, 2026, after 15:00 hrs.
11	Date, time, and venue of pre-bid meeting (offline)	November 12, 2026, at 15:00 hrs., Office Building, Reserve Bank of India, Kochi.
12	Date and time of uploading the outcome of pre-bid meeting on RBI website in the form of addendum, corrigendum, etc.	November 13, 2026, before 14:00 hrs.
13	Bidding start date	November 13, 2026, at 15:00 hrs.
14	Date of closing of online e-Tender.	November 17, 2026, at 14:00 hrs.
15	Bid Validity	Three months (90 days) from the date of opening of the tender (Part-I). The period may be extended by mutual agreement, and the bidder(s) shall not cancel or withdraw the tender during this period.
16	Date & time for opening of tender (Part-I)	November 18, 2026, at 15:00 hrs.
17	Date & time for opening of tender (Part-II)	Will be intimated separately to the qualified bidders.
18	Time allowed for completion of work	90 days from the seventh day after the date of issue of the work order / intimation from the Bank.

General Manager (Officer-in-Charge)
Reserve Bank of India
Kochi-682018



RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KOCHI

E-tender for

Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi

Part-I

(Techno-Commercial Bid)

General Manager (Officer-in-Charge)
Reserve Bank of India
Kochi-682018

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Section-I

NOTICE INVITING E-TENDER (NIT)

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2. Eligibility Criteria: Bidders empanelled for electrical works in the relevant category (₹ 10 lakh to ₹ 25 lakh) at RBI, Kochi.

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4. The Bank is under no obligation to accept the lowest bid and reserves the right to accept any tender either in whole or in part. The Bank reserves the right to reject any or all tenders at its sole discretion, without providing any reason therefor.

5. The Bank reserves the right to issue addendum / corrigendum / minutes / pre-bid meeting, which shall be published solely on the official website of RBI and CPPP. Such updates shall form an integral part of the tender document, and no separate notification will be sent to the individual bidders. It is the sole responsibility of the bidder to monitor these portals for any amendment / s.

6. The schedule for the tender (SOT) is as follows:

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2	e-Tender ID	2026_RBI_297389
3	Tender Inviting Authority	General Manager (Officer in Charge), Reserve Bank of India, Kochi (Email id: estatekochi@rbi.org.in)
4	Name of Work	Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.
5	Mode of Tender	e-Procurement System through Central Public Procurement Portal (CPPP), https://etenders.gov.in/eprocure/app. All interested bidders must register through the above-mentioned website.
6	Estimated Cost	₹ 13,23,689/ - (incl. of GST)

7	Earnest Money Deposit (EMD)	Nil
8	Performance Bank Guarantee (PBG)	5% of the contract value, issued by a Scheduled Bank in favour of the Reserve Bank of India.
9	Retention Money Deposit (RMD)	5% to be deducted from bills (5% of the value of works).
10	Date & time from which NIT and tender can be viewed / downloaded	November 10, 2026, after 15:00 hrs.
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15	Bid Validity	Three months (90 days) from the date of opening of the tender (Part-I). The period may be extended by mutual agreement, and the bidder(s) shall not cancel or withdraw the tender during this period.
16	Date & time for opening of tender (Part-I)	November 18, 2026, at 15:00 hrs.
17	Date & time for opening of tender (Part-II)	Will be intimated separately to the qualified bidders.
18	Time allowed for completion of work	90 days from the seventh day after the date of issue of the work order / intimation from the Bank.

General Manager (Officer-in-Charge)
Reserve Bank of India
Kochi- 682018

Section-II

FORM OF TENDER

The General Manager (Officer in Charge)
Reserve Bank of India
Kochi 682018

Madam / Sir,

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

MEMORANDUM

Sl. No	Item	Details
1	Name of Work	Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.
2	Estimated Cost	₹ 13,23,689/ - (incl. of GST)
3	Earnest Money Deposit (EMD)	Nil
4	Performance Bank Guarantee (PBG)	5% of the contract value, issued by a Scheduled Bank in favour of the Reserve Bank of India.
5	Retention Money Deposit (RMD	5% to be deducted from bills.
6	Time allowed for completion of work	90 days from the seventh day after the date of issue of the work order / intimation from the Bank.

2. Should this tender be accepted, we hereby agree to abide by and fulfil the terms and provisions of the said Condition 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.

3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

5. The Tender is submitted in two parts. Part-I contains all commercial terms and conditions, and technical particulars and Part-II contains only the price bid in the Bank's proforma.

Dated this ____ day of _____, 2026.

For and on behalf of M / s _____

(Signature with Seal)
Name:
Designation:
Place:
Date:

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

Witness
(1) Signature with
Name, Address and Date

(2) Signature with
Name, Address and Date

Section-III

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The e-Tender is invited from the empaneled contractors for the work, for providing of '**Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi**'.

2. The contractor at his own cost shall deploy a minimum workforce of one (1) qualified Electrician and one (1) Helper throughout the currency of the contract. They shall be physically present at the project site during the working hours and shall not be withdrawn or replaced without the prior written consent of the Bank's Engineer. The contractor acknowledges that the works are to be executed in coordination with the other civil works at the site. The works shall proceed in accordance with the progress of work at the site. The contractor shall further deploy additional skilled, semi-skilled, and unskilled labour as may be necessary having regard to the scope, quantum, and progress of the works, over and above the aforesaid minimum manpower and without any additional claim to payment.

3. Eligibility Criteria: Bidders empanelled for electrical works in the relevant category (₹ 10 lakh to ₹ 25 lakh) at RBI, Kochi.

4. The tenders shall be submitted in two parts, viz., Part-I containing technical and commercial details of the offer and Part-II containing prices only. The pages of Part-I of the tender where details shall be filled in and signed, shall be downloaded from the CPP Portal, details filled in, signed, and uploaded. The vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded. The Part-I of the tender shall be opened on the date mentioned in the NIT. The Part-II shall be opened on a subsequent date and time which shall be intimated to the bidders who are successfully qualified in Part-I of tender. The detail evaluation criteria is mentioned at Section-III (A).

5. E-Tender on CPPP: The procedure for e -tendering has been detailed at Annexure-7. The estimate cost of the work with completion period has been mentioned in Section-I.

6. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefor. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).

7. The tenders shall be valid for a period of 90 days from the date of opening of Part-I of the tender.

8. The Tender form shall be filled in either English or Hindi. The original version of the tender is in English.

9. The rates quoted shall be excl. of GST and shall include all materials, labour, duties, and charges other than GST, transport, packing, forwarding, insurance, tools, equipment, scaffolding, accessories, and all incidental expenses required for completing, testing, and commissioning the work at site. GST shall be indicated separately in the prescribed price bid and invoices. The quoted rates, excl. of GST, shall remain firm throughout the contract period and shall not be subject to variation on account of changes in material prices, labour charges,

foreign exchange rates or other input costs. GST shall be payable at the applicable statutory rate.

10. The entire work of specified in the scope of work shall be completed within a period of 90 days from the seventh day after the date of issue of the work order / intimation from the Bank.

11. Defect Liability period (DLP): The entire work shall be guaranteed against all types of defects for a period of one-year from the date of virtual completion. Any defects in the work / materials / sub-assemblies, found within the guarantee period, shall be rectified / replaced by the tenderer without any additional cost to the Bank.

12. No EMD is to be submitted as part of the tender.

13. The successful bidder shall furnish a Performance Bank Guarantee (PBG) for an amount equal to 5% of the contract value, issued by a Scheduled Bank in favour of the Reserve Bank of India, within 7 days of the letter of intent / award of work, for due fulfilment of the contractual obligations (format given at Annexure-5). In lieu of the PBG, the contractor may deposit the equivalent amount through online mode (NEFT / RTGS). In case of delay in submission of the PBG, a charge at Bank rate for the period of delay shall be recovered from the contractor's bills. Where the successful bidder deposits the equivalent amount through NEFT / RTGS in lieu of the PBG, proof of remittance with the transaction number shall be submitted to the Bank after award of the work and within the period stipulated above. The initial PBG shall remain valid for the period of contract + 60 days. The contractor shall arrange for extension of the PBG wherever required on account of extension of the completion period.

14. Terms Of Payment: The following terms of payment, subject to statutory deductions and recoveries under the contract, will apply:

    a. Payment of 95% of the certified value of the work executed shall be made after completion, testing, commissioning, and handing over of the entire work to the Bank, against submission of the bill, joint measurements, and the prescribed completion documents.

    b. The balance 5% shall be retained as Retention Money Deposit and released after satisfactory completion of the Defects Liability Period and rectification of all defects notified thereunder, subject to recoveries, if any.

15. Payment for the work will be made by the Office at which the work is completed and handed over. Disputes arising out of this contract shall be subject to the jurisdiction provisions contained in the Articles of Agreement. All the payment will be made in INR.

16. The contractors shall submit all technical details of the items used for the work / any deviation in specification along with the tender. If they wish to submit any additional information / details, they may furnish the same on a separate sheet with Part-I of the tender in the form prescribed in the Annexure-4.

17. The tenderers are requested to fill in the enclosed proforma on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank terms and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.

18. Non-disclosure Clause: 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.

19. Sexual Harassment of women at workplace:

    a. The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor / Agency and the contractor shall ensure appropriate action under the said Act in respect to the complaint”.

    b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

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

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

20. Before submitting the quotation, firm should visit the site and get acquaint themselves about the site conditions.

21. The contractor has to show the samples of the material to be used in the work for Bank’s approval before commencing the work / procuring of materials.

22. The work shall be carried out in coordination with the Civil works at site. The contractor shall submit a detailed work schedule prior to the starting of work for the smooth progress of work.

23. The tenders will be considered only from list of contractors empanelled by the Bank in the trades concerned.

24. Insurance in respect of damage to person and property: The Contractor shall be responsible for all injury to persons, animals, or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, footpaths, bridges, or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind, or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

28. The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges, and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. **The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office, the following insurance policies in the joint names of the Employer (Reserve Bank of India, Kochi) and himself, with the Employer being first (Principal) and deposit such policy or policies with the Employer from time during the currency of this contract**:

    a. Contractor's All Risk (CAR) policy inclusive of fire, earthquake, storage, erection, testing and commissioning policy for the total amount of contract.

    b. Workmen Compensation Policy

    c. Third Party Liability Policy with the limits as under: ₹ 10,00,000 / - for the contract period and ₹ 2,00,000 / - per occurrence

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

30. Debarment / court case:

    a. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory.

    b. The bidder shall submit declaration of debarment by any public institution in the format as given in Annexure-1.

31. Conformity to the rules on Contractor from Countries sharing Land Border with India: Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6 / 18 / 2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of

Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure-9. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his / her / its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

32. The period of insurance must be valid for the entire duration of the work and if work is delayed due to any reason by the contractor, the extension of policy has to be made by the contractor at his cost. If the contractor is not responsible for the delay, still the policy has to be extended by the contractor but the cost in this respect shall be borne by the Bank.

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

Section-III (A)

Evaluation Criteria

Evaluation of tenders: L1 Basis

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section-III (A) after opening the first e-cover i.e., Part I (Techno-Commercial Bid).

2. The bidders must submit all the requisite documents prescribed in the tender document in the first e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements, shall be processed further. The correctness / legality and adequacy of information and supporting documents furnished will be verified / examined by the Bank. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents / certificates and independently verify these certificates. Bidders must also ensure that all uploaded files are readable and uncorrupted. If any uploaded document is unreadable, corrupted, or otherwise inaccessible to the Bank, the Bank shall bear no liability or responsibility, and reserves the right to reject the bidder's candidature without further consideration.

3. Price bids submitted by bidders who do not meet the technical eligibility criteria will not be opened. Notification of their disqualification will be communicated to them.

4. The second e-cover i.e., Part II (price bid) of all the bidders who qualified in Part I (Techno-Commercial bid) will be opened for financial evaluation.

5. The bidder with the lowest price (L1) shall be considered for the Award of Contract and called successful bidder. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his / her bid on lower side, his / her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers 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.

Section-IV

GENERAL CONDITIONS OF CONTRACT

Interpretation Clause:

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

i.	"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.
ii.	"Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
iii.	"Tender document"	Shall mean document named as such issued by the Bank to the Contractors inviting Bids for the Project.
iv.	"Bidder"	who submits the bids / tenders. It may be partnership firm, individual firm, and a company. Legal representatives of a deceased partner.
v.	"Contractor "	Contractor is the successful contractor who has been officially awarded to execute the work. It may be partnership firm, individual firm, and a company. Legal representatives of a deceased partner.
vi.	"Site"	Shall mean the site of the contract works including any Building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's work.
vii.	"Contract"	Shall mean and include all sections of the tender document, corresponding letters, work order, Articles of Agreement, CAMC agreement and minutes of pre-bid etc. attached hereto and duly signed.
viii.	"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 to have been received when in the ordinary course of post, it would have been delivered. The communication delivered by any accepted electronic means shall also be deemed to be written notice.
ix.	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the **Insolvency and Bankruptcy Code (IBC), 2016** or any Act amending such original.

x.	"Net Prices"	The price of item mentioned in part II of the tender at CPPP.
xi.	"Market Rate"	shall be the rate as decided by the Bank 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 clause 19(e) to cover all overheads and profits.
xii.	"The works"	Shall mean name of the tender mentioned in the NIT.
xiii.	Day / Month / Year	Shall mean Calendar day / month / year
xiv.	Working Day	Shall mean The days when Bank's office is working i.e., Days excluding Public holidays, Saturdays, and Sundays
xv.	Engineer-in-charge / Bank's Engineer / Bank's representative	Means the Officer employed and paid by the Bank and acting under the orders of the Bank who shall supervise and be in-charge of the work. All works to be executed under the contract shall be executed under the direction and subject to the approval of the Bank's representative in all respects.
xvi.	Manufacturer	refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
xvii.	Contractor's Works or Manufacturer's Works	Shall mean and include the land and other places which are used by the CONTRACTOR / FABRICATOR or SUB- CONTRACTOR / SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Works".
xviii.	Contract Price or Contract	Amount shall mean the total amount as calculated from quoted unit rates by the successful contractor and quantities mentioned in the Bill of Quantities (Price Bid) and as accepted by the Bank and indicated in the letter of award of work.
xix.	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 Bank
xx.	Contract Agreement	Shall mean the agreement signed between the Contractor and the Bank for the execution of the Project.

2. **Scope of Contract**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank may in his absolute discretion and from time-to-time issue further drawings and / or written

instructions, details, directions, and explanations, which are hereafter collectively referred to as ”Bank’s Instructions” in regard to :

i. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

ii. Any discrepancy in the Drawings or between the Bill of Quantities and / or Drawings and / or Specifications.

iii. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.

iv. The removal and / or re-execution of any works executed by the Contractor.

v. The dismissal from the works of any persons employed by the Contractor thereupon.

vi. The opening up for inspection of any work covered up.

vii. The amending and making good of any defects under Clause 21 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Bank’s instructions. Verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall, if involving a variation, must be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Bank, such shall be deemed to be Bank’s instructions within the scope of the Contract. 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.

Necessary “**Site instruction Book, Hindrance Register, Labour Register**” **strictly maintained by contractor on daily basis and got duly authenticated from The Bank** .

3. **Variations to be approved by Bank**

All the variation in the scope of the work shall be approved by the Bank’s Engineer. The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are approved by the Bank’s Engineer.

4. **Drawings, Bill of Quantities & Agreement**

The Contract shall be executed in duplicate, and the Contractor shall be entitled to one executed copy for his use. The contractor shall pay the applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Bank all Drawings and Specifications.

5. **Contractor to provide everything necessary at his cost**

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, Bill of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall immediately and in writing refer same to the Bank who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

6. **Authorities, Notices and Patents**

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works and any other aspect thereto such as compliance to the various labour codes, and to the regulations and bye-laws of any authority, and of electric supply and other companies and / or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions **within ten days**, he shall proceed with the work conforming to the provisions, regulations, or byelaws, in question, and any variation so necessitated shall be dealt with under Clause No. 14 thereof.

The Contractor shall bring to the attention of the Bank, all notices required by the said Acts, regulations, or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank for payment.

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

7. **Setting out of work**

The Contractor shall set out the works and shall be reasonable 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 within a period of 12 months from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Bank.

8. **Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Bill of Quantities and / or Specifications and in accordance with the Bank’s instructions, and the Contractor shall upon the request of the Bank furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and / or carry out any test of any materials which the Bank may require.

9. **Contractor’s superintendence and representative on the works**

The Contractor shall provide all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiration of the "**Defects Liability Period**" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Bank to such representative shall be held to be given to the Contractor.

10. **Dismissal of Workmen**

The Contractor shall on the request of the Bank, immediately dismiss any person employed thereon by him from the works who may, in the opinion of the Bank, is incompetent or committed any misconduct himself and such persons shall not be again employed on the works, without the permission of the Bank.

11. **Access to Works**

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

12. **The Bank's Representative: Assistant Manager (Tech) / Manager (Tech) / AGM(Tech)**

The term "Assistant Manager (Tech) / Manager (Tech) / AGM(Tech)" shall mean the person appointed and paid by the Bank to inspect the works, the Contractor shall afford the Assistant Manager(Tech) / Manager(Tech) / AGM(Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech) / Manager (Tech) / AGM(tech) shall have power to set out works or to revoke, alter, enlarge, or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Bank.

The Assistant Manager (Tech) / Manager (Tech) / AGM(Tech) / AGM(Tech) or any representative of the Bank shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech) / Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. The term Engineer-in- Charge represents Manager(Tech) or AGM(Tech) acting as the Bank's Representative.

13. **Assignments and Sub-letting**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign, or under-let the Contract or any part

share thereof or any interest therein without the prior written consent of the Bank, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

14. **Alterations, additions, omissions etc.**

No alteration, omission or variation shall vitiate this Contract but in case the Bank thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Bank in accordance with the provisions of Clause 19 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

15. **Bill of Quantities**

The Bill of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Bill of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 18 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

16. **Sufficiency of Bill of Quantities**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Bill of Quantities and / or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

17. **Measurement of Works**

The Assistant Manager (Tech) / Manager (Tech) may from time to time intimate to the Contractor and the Bank that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech) / Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager(Tech) / Manager (Tech) shall be taken to be correct

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

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

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

18. **Measurements Book**

a. The Bank shall, except as otherwise provided, ascertain, and determine by measurement, the value in accordance with the contract of work done. The Contractor shall, without extra charge, provide all assistance with every appliance, labour, and other things necessary for measurements and recording levels.

b. Measurement of all items having financial value shall be entered in Computerized Measurement Book (CMB) so that a complete record is obtained of all works performed under the contract after joint measurement of Bank and authorized representative of the contractor. All bills (Running Account (RA) & Final bill, as applicable) should be in bound volume of Computerised Measurements (A4 size) to be furnished by the contractor, duly machine numbered for pages, and with MB number to be given by the Bank. The format of the same shall be provided by the Bank.

c. The Bank Engineer shall incorporate necessary corrections in the sheets of MB. After incorporating the corrections, the Contractor shall submit revised copies. All pages of the finalized, computerized MB sheets, after due check / test check measurements by the Bank's Assistant Manager (Tech) / Manager (Tech), shall have full signature with date of the authorized official of the Contractor.

19. **Ascertainment of prices for extras**

The Contractor may, when authorized by Bank, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Bill of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction issued by the Bank shall be deemed to have been given in writing, provided it is confirmed by the Bank in writing within seven (7) days of issuance of such instruction / direction.

No claim for any extra work shall be allowed unless it shall have been executed under provisions of Clause 2 hereof with the concurrence of the Bank as herein mentioned. Any such extra work is herein referred to as authorized extra and shall be made in accordance with the following provisions.

i. 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 up to 25% increase of quantity.

b. Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.

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

iii. Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions. relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the Priced Bill 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 shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

iv. Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank at or before the end of the week following that in which the work has been executed.

v. It is further clarified that for all such authorized extra items where rates cannot be derived from tender or the quantity of any of the tender items increases 25% beyond the Bill of Quantities, the contractors shall summit rates supported by the rate analysis worked on the “actual cost basis” plus 15% towards establishment charges, contractor’s overhead, and profits. Such item will not be eligible for the escalation.

The measurement and valuation in respect of the Contract shall be completed within the “period of final measurement” stated in the Appendix, or if not stated then within six months of the completion of the contract works as defined in Clause 23 hereof.

20. **Unfixed materials when taken into account to be the property of the Bank**

Upon full payment of a certificate that includes the cost of unfixed materials placed on or adjacent to the worksite, ownership of those materials vests completely with the Bank. The Contractor shall not remove these materials from the site except for direct application in the works, unless permitted in writing by the Bank. The Contractor shall be legally and financially liable for any loss of or damage to such materials from any cause whatsoever.

21. **Removal of improper work**

The Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Bank are not in accordance with the Specifications or the instructions of the Bank, the substitution of proper materials, and the

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

22. **Defects after virtual completion**

Any defect, shrinkage, settlement, or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, **then within 12 months after** the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended, and made good by the Contractor, at his own cost.

In case of default, the Bank may employ and pay other persons to amend and make good such defects, 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 and expenses shall be recoverable from him by the Bank or may be deducted by the Bank from any moneys due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Bank 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 Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Bank as provided in clause 13 & 24 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Bank.

23. **Certificate of virtual completion and Defects Liability Period**

The works shall not be considered as completed until the Bank has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate / date of completion of the work.

24. **Nominated Sub-Contractor**

All Specialists, Merchants, Tradesman, and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Bill of Quantities and / or Specifications, who may be nominated or selected by the Bank are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Bank and Contractor shall otherwise agree) who will not enter into Contract provided

i. That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

ii. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

iii. Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Bank may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Bank and Sub-Contractor.

25. **Other persons employed by Bank**

The Bank reserves the right to use the Estate 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 materials for the execution of such work. 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.

26. **Insurance in respect of damage to person and property**

The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Bank 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 Bank before commencing the works.

The Contractor shall be held to be reasonably liable for all injury to persons, animals, or things, and for all structural and decorative damage to property which may arise from the operation or neglect of the Contractor or its workers or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident, or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges, or ways as well as all 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 Building and other structures and works forming the subject matter of this Contract by frost, rain, wind, or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Bank

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 of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person / member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Bank before commencement of the work**. The minimum limit of coverage under the policy shall be as defined elsewhere under General Condition of Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract**. In default of the contractor ensuring as provided above, the Bank may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Bank in respect of 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 compensation or damages, arising therefrom. Without prejudice to the other rights of the Bank against contractor in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges, and other expenses paid by the Bank and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for Building or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-Building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank may deem fit, but shall, however, not be entitled

to reimbursement by the Bank of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also because all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Bank such policies. The contractor shall not permit a nominated sub-contractor to commence work at 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 site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

In order to fulfil all the insurance-related conditions mentioned above, the contractor shall, within 7 days from the date of issue of the work order, insure the works at his cost and keep them insure until the virtual completion of works, against loss or damage by fire with an office in the joint names of the Bank and the contractor (the name of the Bank i.e., "RESERVE BANK OF INDIA" being placed first in the policy). It shall cover the following risks.

i. **Contractors all risk (CAR) policy** insurance inclusive of Storage, erection, testing and commissioning policy for the full contract value including fire risk and Transit insurance for transportation from manufacturer's works to site (by Air / Sea / Road etc. as applicable.

ii. **Workmen compensation policy** for the employees of the contractor at site.

iii. **Third party liability policy** Third Party Liability Policy with the limits as under: ₹ 10,00,000 / - for the contract period and ₹ 2,00,000 / - per occurrence.

Note: If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover **double the cost as penalty** thereof from the bill of the contractor or any other action as it deems fit.

27. **Date of Commencement and Completion**

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

28. **Damages for Non-completion**

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the stipulated completion time in the Contract or within any extended time under time extension Clause 29 hereof and the Bank certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Bank a sum towards "**Liquidated Damages**" **@ 0.25% of the contract value** per week of delay subject to a maximum of 10% of the contract value (contract value means the total value of capital cost of

work) for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Bank to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

29. **Delay and Extension of Time**

If in the opinion of the Bank, the assigned works get delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Bill of Quantities, and / or Specification or (e) by reason of Bank's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the Building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Bill of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the Bank for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the Bank (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorized extension of time granted by the Bank, the provision of liquidated damages as stated under clause 28 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the Bank decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

The conditions for force majeure, as mentioned above are as follows:

i. Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of

any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.

ii. Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations.

iii. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

30. **Failure by Contractor to comply with Bank's instructions**

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

31. **Termination of Contract by the Bank**

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Bank determine that the Contractor

i. has abandoned the Contract, or

ii. has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 7 days after receiving from the Bank notice to proceed, or

iii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv. has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Bank under these Conditions or

v. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate 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 shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.

32. **Termination of Contract by Contractor**

If payment of the amount payable by the Bank under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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 19 hereof.

33. **Certificates and Payments**

(a) The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificate to be issued by the Bank on account of the works executed, work to the approximate value named in the Appendix as "**Value of work for Interim Certificates**" (or less at the reasonable discretion of the Bank) has been executed in accordance with this Contract. The Bank may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the Bank in accordance with the certificate to be issued by the Bank. **The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Bank at the expiration of the period referred to as "the Defects Liability Period**" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Bank of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 22 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate 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 might have certified in any interim bill and paid by the Bank, and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

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

The Bank may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Bank.

The payment for the system will be made in INR and any dispute arising out of this contract will also be sorted out within the jurisdiction by Office from which contract is signed.

34. **Delayed Payment**

Any amounts payable by the Bank to the Contractor if not paid within the "Period for honoring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Bank until the payment.

35. **Settlement of dispute by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment, or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if either party is dissatisfied on any matter, the party 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 referred for Arbitration as per the procedure agreed upon herein. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

The arbitrator or arbitrators, as the case may be, shall make his or their award within 12 months (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings, the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator, or the arbitrators, as the case may be, shall make an award in terms of such settlement or compromise.

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

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

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank 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 venue of arbitration shall be the centre / city in which the work is being executed.

36. **Right of technical scrutiny of final bill**

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

37. **Bank entitled to recover compensation paid to workmen**

If, for any reason, the Bank is obliged, by virtue of the provision of the Employees' Compensation Act,1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

38. **Abandonment of Works**

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

39. **Return of surplus materials**

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Bank 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 of them without the prior written permission of the Bank and return it to the Bank, if required by the Bank, at the price to be determined by the Bank having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, Goods and Services Tax (GST), octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and / or criminal breach of trust, be liable to the Bank for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

40. **Right of Bank to terminate Contract in the event of death of Contractor if individual**

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

41. **Accident Reports**

In the event of accidents of any kind, all required reports (accidental or otherwise) must be submitted without delay. The Contractor shall ensure that these reports are shared with the Bank simultaneously with their transmission to any other external parties or stakeholders.

42. **Prevention of Sexual Harassment at workplace:**

i. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor / Agency or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.

ii. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

iii. 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 or other firm's employee, if sexual violence by the employee of the contractor is proved.

iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

43. Non – Disclosure clause:

i. 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 Service Provider and / or the DB Developer during the course of discharging their 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 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

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

iii. Without prejudice to the formal Contract Agreement, all confidentiality and non-disclosure obligations binding the Contractor under this tender shall survive the expiration, completion, or termination of this Agreement for any reason whatsoever.

44. **Program chart / Progress report**:

The contractor shall submit a suitable progress report / chart for completion of different stages of work, to ensure completion of work within allotted period. Such program should be submitted within 7 days of the award of work. All suitable modification made by the Bank must be incorporated in the progress chart. If asked the contractor shall submit reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.

45. **Statutory Approvals:**

The work shall be executed by the Contractor as per pre-NOC & local body approval received from respective statutory authorities such as Pollution Control Board(PCB) / Chief Electrical Inspector (CEI) / Local fire Authority / Local Municipal Authority etc. / Local statutory Authority. The contractor shall be responsible to understand all the provisions made in all such approvals accorded. In case of any requirements of any additional work / modification thereof, the same shall be brought to the notice of Engineer in charge well in advance. The work has to be executed adhering to the norms of local body authorities. The contractor shall assist in preparation of documents, reports etc. as required during & after completion of work for obtaining further approvals & final completion & occupancy certificate from the respective authorities. The contractor shall also be responsible to attend meetings & do all liaison works with respective authorities. No extra / additional payment will be made on this account. However, the fee paid to the local bodies / authorities, if any, shall be borne by the Bank.

46. **Debarment / Disqualification:**

A **contractor is liable for debarment / disqualification** from bidding on the following grounds:

a. If it is determined that the contractor has committed the following acts or omissions in contravention of the code of integrity:

i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

ii. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

iii. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.

iv. improper use of information provided by the procuring entity to the contractor with an intent to gain unfair advantage in the procurement process or for personal gain.

v. any financial or business transactions between the contractor and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

vii. obstruction of any investigation or auditing of a procurement process.

viii. making false declaration or providing false information for participation in a tender process or to secure a contract.

b. failed to disclose conflict of interest.

c. failed to disclose any previous transgressions made in respect of the provisions of sub-clause

i. with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

ii. For any actions or omissions by the contractor other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

iii. If the contractor has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

d. if the Bank determine that the Contractor

i. has abandoned the Contract, or

ii. has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 7 days after receiving from the Bank notice to proceed, or

iii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv. has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Bank under these Conditions or

v. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same

e. Any action as per clause 29 shall automatically result in debarment / disqualification of the contractor. The debarment shall be applicable for future bidding also.

47. Packing and dispatch: The equipment shall be properly and securely packed in boxes suitable for multiple handling and transportation under Indian conditions. All equipment / components shall be delivered on Duty Delivery Paid (DDP) basis in the Bank's Office Building.

48. Police Verification: For all workers deployed on a regular basis at the site, the Contractor shall arrange, obtain, and submit valid Police Verification Reports (PVR) at their own expense prior to the commencement of work. The Contractor shall ensure that no worker with an adverse police record or pending criminal case is deployed at the Bank's premises.

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

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

Section-V

SPECIAL CONDITIONS OF CONTRACT

1. The workmen will not be allowed to stay within the premises.

2. The electric power and water required for the work can be drawn from the supply available at site free of cost.

3. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any working day of the Bank.

4. The debris / dust or any wastage generated out of the above work shall be cleaned as required and as instructed by the Bank's Engineer.

5. The Tenderer shall remove all the debris collected at site (from the Bank's premises), as per the satisfaction of Bank's Engineers.

6. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.

7. The Tenderer shall use only approved brands of materials. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.

8. The work shall be carried out in coordination with the civil works and other agencies working at site, without causing undue disturbance to the occupants or functioning of the Office Building. The contractor shall obtain the Bank’s approval before undertaking activities requiring shutdown, restricted access, or interruption of existing services.

9. Any damage caused by the contractor to any of the Bank’s property during the work must be rectified by him at his cost.

10. The rates quoted online by the Tenderers in the “Rate Column” should be excluding GST.

11. While submitting invoice after award of work, the contractor shall clearly indicate the GST amount involved in the work value.

12. Time for Completion: Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor and it shall be reckoned from the seventh day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 28 of the General Conditions of Contract. The contractor shall, before commencing the work, prepare a detailed work programme which shall be approved by the Bank.

13. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or

in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

14. The contractor at his own cost shall deploy a minimum workforce of one (1) qualified Electrician and one (1) Helper throughout the currency of the contract. They shall be physically present at the project site during the working hours and shall not be withdrawn or replaced without the prior written consent of the Bank's Engineer. The contractor acknowledges that the works are to be executed in coordination with the other civil works at the site. The works shall proceed in accordance with the progress of work at the site. The contractor shall further deploy additional skilled, semi-skilled, and unskilled labour as may be necessary having regard to the scope, quantum, and progress of the works, over and above the aforesaid minimum manpower and without any additional claim to payment.

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

Section-VI

APPENDIX HEREINBEFORE REFERRED TO

1	Defects Liability Period (DLP)	12 months from the date of virtual completion of works.
2	Period of final measurement	1 month from the date of final commissioning.
3	Date of commencement	The seventh day after the date of issue of the work order / intimation from the Bank.
4	Time allowed for completion of work	90 days from the seventh day after the date of issue of the work order / intimation from the Bank.
5	Earnest Money Deposit (EMD)	Nil
6	Performance Bank Guarantee (PBG)	5% of the contract value, issued by a Scheduled Bank in favour of the Reserve Bank of India. The format is given at Annexure-5.
7	Retention Money Deposit (RMD)	5% to be deducted from bills (5% of the value of works).
8	Liquidated Damages	0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
9	Period of honoring final payment	3 months from the date of joint measurement.
10	Interest for delayed payment	3 percent per annum.
11	Interim certification	There shall be no interim payment till the virtual completion of the works.

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

Section-VII

SAFETY CODES

General Safety Codes

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided 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 work that cannot safely be done from ground.

4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

5. The excavated material shall not be placed within 1.5 meters 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; minimum height shall be one meter.

7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.

8. Workers employed on mixing and handling material 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 forms of paste or readymade paint.

11. Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and 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 period of cessation of work.

13. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.

14. The ropes sued in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.

15. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.

16. During the work execution necessary fire safety measures shall also be taken.

Fire Safety Codes:

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 lifts 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.

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

Section-VIII

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

1. The works mentioned are in relation to 'Electrical Works in Relation to Renovation of Third Floor at Office Building, RBI, Kochi', to be carried out in the third-floor office area at the Bank's Office Building, Kochi. The same shall be undertaken in accordance with the relevant technical specifications and standards in force, including those mentioned below.

2. These specifications and details covers supply of materials, fabrication, erection, testing and commissioning of electrical system as per technical details, schedule, layout, and SLD. Applicable provisions, standards, and conditions of contract shall be binding on the work and its execution.

3. The electric power (3-phase, 415V / single-phase 240V, 50 Hz AC) and water required for the work can be drawn from the supply available at site free of cost.

4. The drawings listed in Section-IX shall form part of this tender. The locations of DBs, circuit routes, switch boards, socket outlets, light fittings and other electrical installations shall be as indicated in the said drawings. Any discrepancy between the drawings, specifications and Schedule of Quantities shall be brought to the notice of the Bank's Engineer before execution.

5. The wiring for raw power supply, UPS supply and lighting shall be carried out using 1100V grade PVC insulated FRLSH multi-stranded copper conductor wires, drawn through ISI marked medium-duty 25mm PVC conduits, complete with all required accessories. Wiring shall be concealed / partly concealed / surface mounted as indicated in the drawings. Existing conduits may be reused only after inspection and approval by the Bank's Engineer. All disturbed surfaces shall be made good and finished to match the adjoining surfaces.

6. All supply and installation work shall be carried out in accordance with the specifications and construction drawings and shall conform to the Electricity Act, 2003, the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, and amendments thereto in force, together with the relevant Indian Standards and applicable statutory requirements. The Contractor shall possess a valid electrical contractor's license applicable to the nature and extent of the work in Kerala. The works executed, and the rates quoted as per BoQ shall be inclusive of the following aspects:

    a. Circuit wiring from the DB to the respective switch board / outlet group shall be provided with separate phase, neutral and protective earth conductors of the sizes 2x2.5sq.mm. + 1x1.5sq.mm. FRLSH copper wire. Each circuit shall be identified at the DB and at its termination points. Neutral conductors shall not be shared between separately protected final circuits

    b. Point wiring from the switch board to the fittings shall be carried out using 3 × 1.5 sq. mm. FRLSH copper wires, comprising phase / switched phase, neutral and protective earth, complete as specified and as directed.

    c. The load on each lighting / low-power sub-circuit shall not exceed 800 watts or eight points, whichever limit is reached first.

d. The load on each 16A power sub-circuit shall not exceed 2000 watts or two points, whichever limit is reached first.

e. A separate protective device and circuit wiring shall be provided for each final circuit indicated in the approved circuit schedule. The number and rating of outgoing protective devices shall correspond to the lighting, raw power, UPS, and other circuits actually provided

f. Phase, neutral and protective earth conductors shall be identified consistently throughout the installation in accordance with the applicable Indian Standards and the existing installation identification scheme approved by the Bank's Engineer. Colours reserved for protective earth and neutral identification shall not be used for phase / switched-phase conductors. Raw power and UPS circuits shall be separately identified at DBs, junction boxes, switch boards and socket outlets. In addition, wherever required, wires / cables of different colours shall be used, laid as per the following system.

    i. Red or any colour (other than black or green)- For phase or switch wire

    ii. Black- For neutral

    iii. Green- For earth

g. Wall chasing / cutting for concealing pipes, cables, etc. shall be done using machine only.

h. Wall chasing / cutting more than 50 mm wide shall be finished with chicken mesh for avoiding crack in the plastering.

i. Modular type switches / sockets / step type 2 module fan regulators shall be placed and connected in factory fabricated GI modular box and mounting plate of required sizes of approved make, concealed in wall / workstation partitions / table, as per standards, as required, and as directed.

j. Ceiling rose / connector / angle batten holder in junction boxes shall be placed and connected, using mounting plate / hylam sheet / round block of approved make, concealed in wall, as per standards, as required, and as directed.

k. The connections for fittings also shall be made with connectors and flexible wires available with the fitting, if any, or otherwise using flexible wires of suitable rating, as per standards, as required, and as directed.

l. While providing points for connecting wall fans / kitchen chimney units, etc., the socket and switch shall be placed in separate boxes installed at different locations, socket near the equipment location, and switch at a suitable easily accessible location nearby.

m. Suitable inspection boxes (rectangular junction boxes), concealed / partially concealed / open, shall be provided to permit periodical inspection, routing new circuits in the future, and / or to facilitate removal of wires, if necessary. These shall be provided with inspection box covers.

n. All outlets, such as switches, wall sockets, etc. are flush mounting type in case of concealed wiring. The outlet box shall be mounted flush with the wall / workstation partitions / table, as per standards, as required, and as directed.

o. The power and communication conduits already laid along the floor routes indicated in the approved drawings and commissioned at site shall be used for workstation wiring / cabling and other associated circuit wiring. Light-point wiring shall be routed along walls / ceilings in a concealed / partially concealed manner and within the false-ceiling space to be provided at the location.

p. Wherever wiring / cabling through floor trenches (mentioned above) is required, the power trenches shall accommodate the specified number of 25 mm PVC conduits in a single layer, with clear internal widths as indicated in the drawings. Raw power and UPS conduits shall be separately identified. Data / telephone conduits shall be routed separately from power conduits. Factory-fabricated floor junction boxes of the scheduled sizes shall be provided at the indicated locations, complete with removable, accessible covers, conduit entries, bushes, supports and earthing arrangements wherever applicable. Conduit runs shall terminate at the junction boxes, which shall remain accessible after completion of the flooring. Short flexible conduit connections may be used at box entries wherever approved, maintaining suitable bend radii, and facilitating drawing and replacement of wires. Trenches shall be filled and finished after inspection and approval of the installed conduits by the Bank's Engineer.

7. The work to be provided for by the Contractor, unless otherwise specified, shall include but not limited to the following. The rates quoted shall also be including them.

a. All labour, materials, tools, plants, construction equipment, supervision, services, materials, supports, transportation etc.

b. Inspection, testing and commissioning of the completed installation, including insulation resistance, continuity of protective conductors, polarity, phase sequence, operation of protective devices, RCCB operating tests wherever applicable, and other tests required by the applicable standards. Testing shall be carried out without exposing connected electronic equipment to damaging test voltages.

c. Any labour, materials, tools, and construction equipment required in relation to fabricating and fixing of BoQ items.

d. Supply, provision, and erection of scaffolding as required, and its removal after works.

e. Any changes / deviations from schedule of work shall be duly notified and approved by the Bank's Engineer before commencement of the work.

f. The samples of materials / equipment shall be furnished for approval from the Bank before execution of the work.

g. The Contractor shall be responsible for informing the appropriate Electrical Inspector / Supply Authority if required, as per the schedule of the work, and taking necessary

permits / approval (after notifying the Bank). He shall be responsible for ensuring that all work passes their approval / testing.

h. To provide all incidental items not shown or specified but necessary for proper execution of works in accordance with the standards / schedule / specification of items / work.

i. Making good of all damaged civil work, if any.

j. Necessary modification of pre-laid conduit including supply and fixing of metal / PVC conduits and accessories, chasing, and cutting, etc. as required to complete the work.

k. Regular clearing of debris generated out of this work as agreed with the Bank's Engineer. If this is not done as per the satisfaction of the Bank, payment due to the firm may be held for such time till the clearing of debris is done / the expenditure on removal of the debris (through other agencies) may be recovered from the contractor by suitable deductions from payments due to them.

l. Any liaising work with local electrical distribution authority for commissioning of the work shall be carried out by the contractor at his own expense and any amount payable to any Government authority / electrical authority related to the tendered work shall be reimbursed to the contractor on submission of original receipt / fee paid by the contractor.

8. Unless specifically mentioned otherwise, all aspects in respect to works, design, workmanship, quality and properties of material, any method of testing, etc. shall be governed by the latest and relevant BIS code.

9. The materials shall be of the approved make and quality, as per the list of materials of approved brands found in this tender. If the list of materials mentioned above stipulates two or more or alternative brands / makes of any product, the decision as to which brand / make shall be used in the work shall be taken by the Bank, and the contractor shall provide the brand / make so selected without any extra cost.

10. In case, materials are required to be obtained from any manufacturer other than those listed on account of non-availability then prior approval from the Bank's Engineer will be necessary, supported by relevant test certificates qualifying the required standard. Further tests as directed by the Consultant shall also be carried out by the contractor at their own cost, if required. Contractor shall obtain approval from the Bank for sample of all materials before placing order and the approved sample shall be carefully preserved in an appropriate manner at the site for verification by the Bank. For standard bought-out items, any proposed variation from the specified dimensions shall require prior written approval of the Bank's Engineer. Such approval shall be subject to suitability for the intended location, mounting arrangement, architectural requirements, and specified performance. Inclusion of a make in the approved list shall not constitute approval of a different size, rating, or performance.

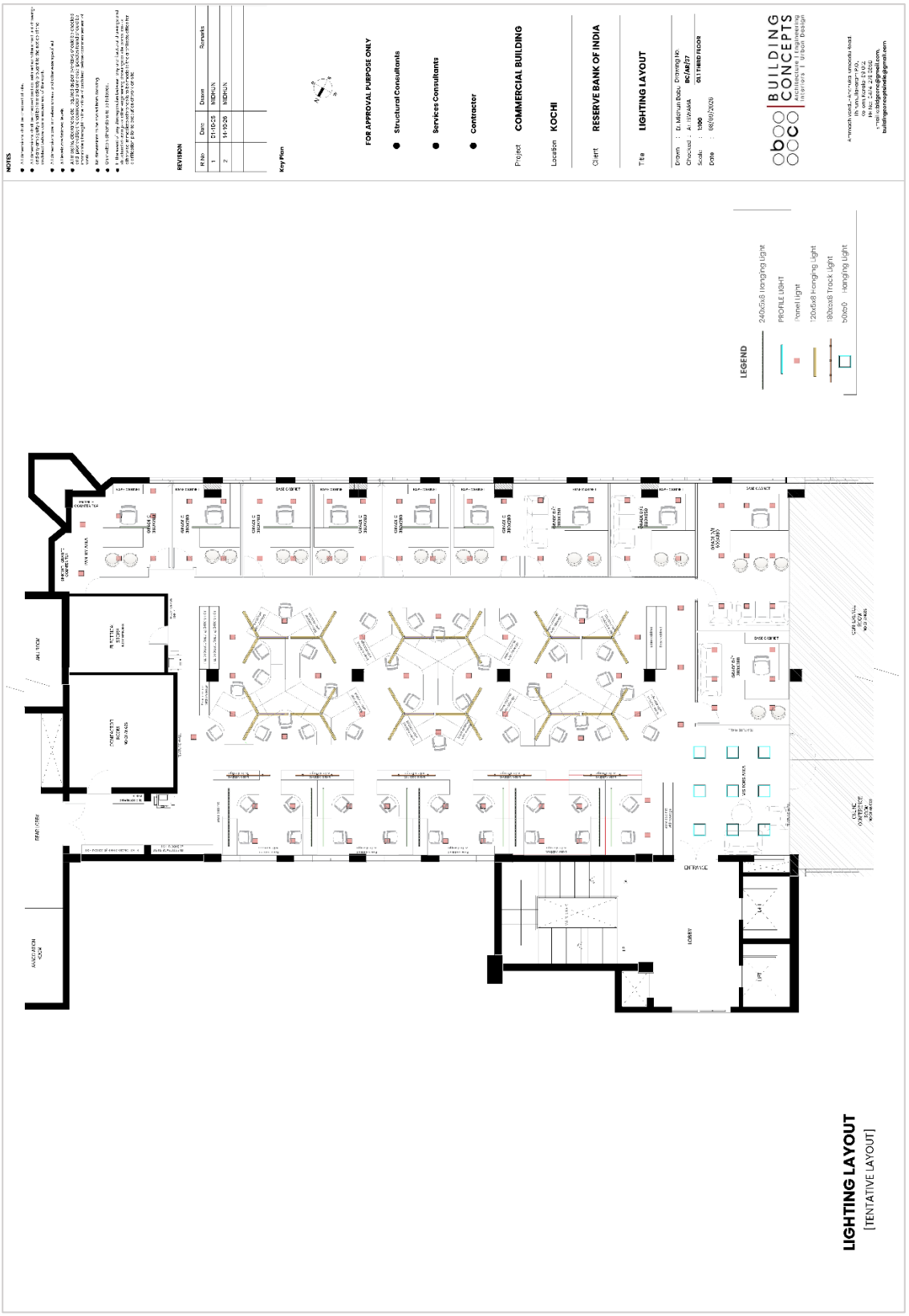
Signature and Seal of The Contractor:

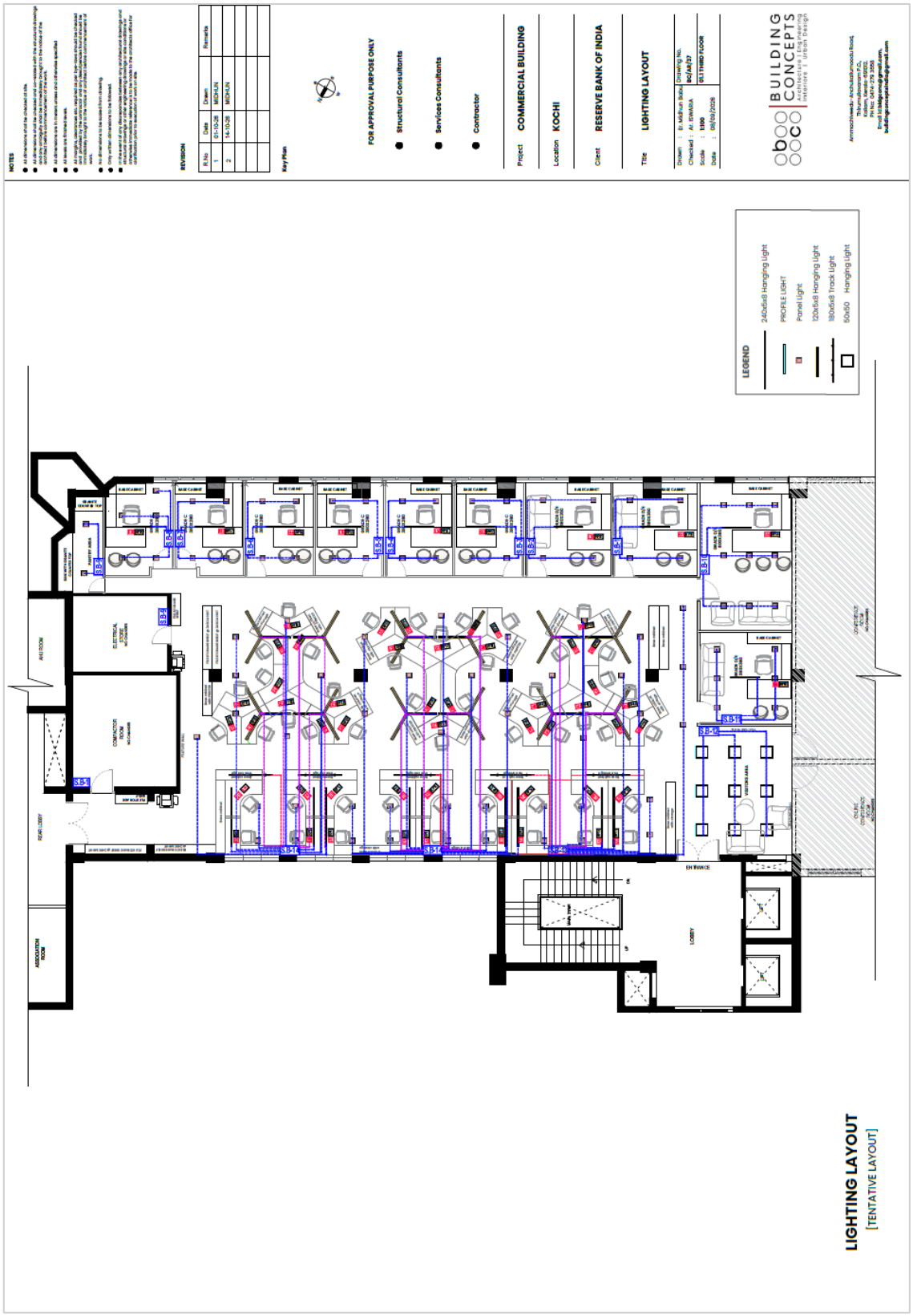
Name of the Firm:

Place:
Date:

Section-IX

LAYOUT




NOTES
REVISION
FOR APPROVAL PURPOSE ONLY
Structural Consultants
Services Consultants
Contractor
Project COMMERCIAL BUILDING
Location KOCHI
Client RESERVE BANK OF INDIA
Title LIGHTING LAYOUT
BUILDING CONCEPTS
LEGEND
240x6x8 Hanging Light
PROFILE LIGHT
Panel Light
120x5x8 Hanging Light
1800x6x8 Track Light
50x50 Hanging Light
LIGHTING LAYOUT
[TENTATIVE LAYOUT]


NOTES
REVISION
FOR APPROVAL PURPOSE ONLY
Structural Consultants
Services Consultants
Contractor
Project COMMERCIAL BUILDING
Location KOCHI
Client RESERVE BANK OF INDIA
Title FLOOR LEVEL CABLE ROUTING LAYOUT
BUILDING CONCEPTS
LEGEND
TELEPHONE CABLE LINE
CAT6 DATA CABLE LINE
UPS AND RAW POWER LINE
T1 TELEPHONE LINE
D1 DATA POINT
NET WORK JUNCTION
POWER JUNCTION
FLOOR LEVEL CABLE ROUTING LAYOUT
[TENTATIVE LAYOUT]

Section-X

CHECK LIST

Name of Work: Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.

Sl. No.	Description	Bank's terms	Whether acceptable or not (please indicate YES or NO).
1	Bid Validity	Three months (90 days) from the date of opening of the tender (Part-I).	
2	Prices	Rates shall remain firm for the entire period of contract.	
3	Time allowed for completion of work	90 days from the seventh day after the date of issue of the work order / intimation from the Bank.	
4	Liquidated Damages	0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.	
5	Defects Liability Period (DLP)	12 months from the date of virtual completion of works.	
6	Terms of payment	As per tender terms and conditions.	
7	Insurance	Shall include for: a. Contractor's All Risk (CAR) policy inclusive of fire, earthquake, storage, erection, testing and commissioning policy for the total amount of contract. b. Workmen Compensation Policy c. Third Party Liability Policy as per tender conditions.	

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

Section-XI

LIST OF APPROVED MAKES

1. The make of items shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

Item	Approved Make
FRLSH PVC insulated multi stranded copper wire	FRLSH (Flame Retardant Low Smoke and Low Halogen) rated Finolex / Polycab / Havells / RR-Kabel
IS certified PVC conduits (medium-duty)	Precision / Modis / or equivalent, approved by the Bank.
Bends, fixtures, etc.	IS certified make approved by the Bank.
XLPE insulated, 1100V grade, armored Al / Cu cables , Speaker cables, telephone cables, etc.	Finolex / Polycab / Havells / Gloster / RR-Kabel
Switches, sockets etc. with accessories.	Anchor by Panasonic, Penta Modular series (Anchor-Penta).
DB, RCCB, MCB, ACCL, Change-over Switches, Fuse Carrier, etc.	Legrand / Lauritz Knudsen / Siemens (with approval of the Bank)
Linear Suspended LED Light Fitting for workstations	Philips / Crompton / Luker / or equivalent, approved by the Bank.
Other LED Fittings and LED Bulbs.	Philips / Crompton / Luker / or equivalent, approved by the Bank.

2. The makes of materials, equipment and accessories shall be selected from the approved-makes schedule given above, subject to the Bank's approval. All materials shall conform to the relevant specifications, and BIS marking / certification shall be provided wherever applicable. Inclusion of a make in the approved list shall not relieve the contractor of compliance with the specified material properties, performance, and application requirements.

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

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

ANNEXURE-1

UNDERTAKING REGARDING DECLARATION OF DEBARMENT

(To be submitted by the tenderer in their letterhead)

Name of Work: Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.

1. I / We ..... (Name of the bidder) declares that

    a. I / we or any of our allied firm* is / are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on …….(last date of submission of bid).

    b. I / We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on ……...(last date of submission of bid).

    c. I / we or any of our allied firm* is / are not debarred by any procuring entity for violation of Public Procurement (Make in India) Order, 2017as on last date of submission of the bid.)

    d. I / We will inform the Bank in writing, in case, I / we or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I / We ……..(Name of the bidder) declares that I / we or our allied firm* ……(Name of the allied firm(s)) is / are debarred / suspended / blacklisted by ……..……..(Name and address of public institution in India or any other country) and the same effective up to …….(date). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date:

Place:

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

ANNEXURE-2

UNDERTAKING REGARDING SITE VISIT BY THE TENDERER IN ORDER TO UNDERSTAND THE WORK

To,

The General Manager (Officer in Charge)
Reserve Bank of India, Kochi

Madam / Sir,

Name of Work: Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.

We, M / s _____ (name of contractor), the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system.

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

ANNEXURE-3

PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST NON-COMPLIANCE TO CONTRACT LABOUR RULES / REGULATIONS

(On Non-Judicial Stamp Paper of appropriate value)

To,

The General Manager (Officer in Charge)
Reserve Bank of India, Kochi

Madam / Sir,

Name of Work: Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.

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,

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

ANNEXURE-4

SCHEDULE OF DEVIATIONS

We confirm that all commercial terms and conditions of the Bank except for deviations listed below are acceptable to us.

Sl. No.	Section No.	Clause No.	Deviation proposed

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

ANNEXURE-5

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Non-Judicial Stamp Paper of appropriate value)

To,

The General Manager (Officer in Charge)
Reserve Bank of India, Kochi

Dear Sir,

Name of Work: **Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.**

Ref: **NIT / Advt. No…….., dated……...**

WHEREAS

The Reserve Bank of India, Kochi having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has awarded the Contract for the captioned work (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) 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 ₹ ……. (Rupees …… only) as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1.0 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 have not performed their 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 ₹ ……. (Rupees ……. only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Security Deposit for the due performance of the obligations of the Contractor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ ……. (Rupees …… only).

2.0 We also agree to undertake to and confirm that the sum not exceeding ₹ ……. (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 the RBI any money so demanded notwithstanding any dispute(s) 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.

3.0 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.

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

We hereby further agree that-

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and / or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith, shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ …….. (Rupees …….. only).

b) Our liability under these presents shall not exceed the sum of ₹ ……. (Rupees …….. only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said Clients / Constituents in Contracting 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 …… (…….. days beyond the Defect Liability Period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Bank Official ‘s Signature (with Seal)

Name:

Designation:

Place:

Date:

Stamp / Seal of the Bank:

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

Witness

(1) Signature with
Name, Address and Date

(2) Signature with
Name, Address and Date

Note: 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

ANNEXURE-6

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We……..……(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize 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 **'Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi'** including signing and submission of all documents, deputing persons in pre-bid meeting and providing information / responses to 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 shall be irrevocable. This document 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.)

ANNEXURE-7

IMPORTANT INSTRUCTIONS REGARDING E-TENDER

This is an e-procurement event of RBI. The e- procurement Service Provider / Bidder is the Central Public Procurement Portal(CPPP). https://etenders.gov.in/eprocure/app

Process of E-tender: Bidder manual kit is available on home page.

Registration for new bidder**:** The process involves vendor's registration with CPP portal which is free of cost**.** https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page

For any technical related queries please call at 24 x 7 Help Desk Number:

- 0120-4001 002
- 0120-4001 005
- 0120- 4493395

International Bidders are requested to prefix +91 as country code

Email Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

- Technical - support-eproc@nic.in
- Policy Related - cppp-doe@nic.in

ANNEXURE-8

ARTICLES OF AGREEMENT

(To be submitted on stamp paper on award of work. The cost of the stamp paper is to be borne by the successful bidder.)

ARTICLES OF AGREEMENT made the _____day of _____between the Reserve Bank of India, (hereafter called "The Bank") of the one part and _____ _____ (thereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous of getting the work for providing of Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi. and has caused specifications describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and / or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder(hereinafter referred to as 'the said Contract Amount').

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of 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 Drawings and described in the said Specifications and the Schedule of Quantities.

2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

3. The said Conditions and Appendix Herein Referred 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.

4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.

5. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi in accordance with the approved drawings, specifications, and Schedule of Quantities, to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

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

7. The Bank 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.

8. Time shall be considered as the essence of this Contract. The Contractor hereby agrees to commence the work on the seventh day after the date of issue of the formal work order / intimation from the Bank and to complete the entire work within 90 days from such commencement, subject to the provisions for extension of time contained in the Conditions of Contract.

9. All payments by The Bank under this Contract will be made only at Kochi.

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

11. The Contractor will not disclose directly or indirectly any information, materials, and details of the Employer's infrastructure / systems / equipment, etc., which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will 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 will 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 will be entitled to claim damages and pursue legal remedies.

12. 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 and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. 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.

13. 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. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

14. All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

15. The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto, and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against

a. Any claim arising out of third-party loss / damage to life or property caused by / during execution of the work.

b. Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

c. Any claim due to non-compliance of applicable PF / Labour laws, ESI. regulations etc.

16. The contractor shall take necessary insurance covers (i.e., Workmen Compensation Policy, CAR Policy, Third Party Liability) with Reserve Bank of India as the first name, at their cost, before commencement of the work.

17. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

18. The contractor shall ensure that the instructions / directions issued by Central as well as State Government, and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Workers from containment area or under quarantine should not be deployed for work. Further, the contractor should closely monitor the staff deployed to the Bank and in case of any staff / family member of staff is found 'Covid' infected, action must be taken to replace the staff at once. Staff should be sensitized to follow strict social distancing norms while they remain deployed. The contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of his failure, fault, or negligence in complying-with the above instructions.

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

20. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual	IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
If the contractor is a Company	IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

……

(Name and designation)

……

……. in the presence of

(1)

Address

(2)

Address

……

……

……

Witnesses

SIGNED AND DELIVERED BY
……1)……
……Address
……
……

2) ……..

Address ……

……..

If the Part-Is a partnership firm or any individual should be signed by all or on behalf of all the partners.

Witnesses

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

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 taken thereof in the presence of

(1) …….

(2) ……

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

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

SIGNED AND DELIVERED BY the Contractor by
the hand Of

Shri …….

and duly constituted attorney.

ANNEXURE-9

PROFORMA FOR UNDERTAKING / DECLARATION / CERTIFICATE BY THE BIDDER REGARDING COUNTRY SHARING LAND BORDER WITH INDIA

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,

The General Manager (Officer in Charge)
Reserve Bank of India, Kochi

Madam / Sir,

Name of Work: **Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.**

1. I / We …… (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6 / 18 / 2019-PPD dated July 23, 2020, and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I / We certify that …… (Name of the bidder)

    i. is not from a country sharing land border with India, or

    ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

    iii. is from a country sharing land border with India where Government of India has extended lines of credit, or

    iv. is from a country sharing land border with India where Government of India is engaged in development projects.

    (Strikeout whichever of the above is not applicable).

3. I / We further certify that ……. (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I / We also undertake that even in case of contracts where we are permitted by the Bank / RBI to sub- contract I / we ……..……(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I / We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date:

RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KOCHI

E-tender for

Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi

Part-II

(Price Bid)

General Manager (Officer-in-Charge)
Reserve Bank of India
Kochi- 682018

Section-XIII

UNPRICED BILL OF QUANTITIES

(Rates excl. of GST shall be quoted)

Name of Work: Electrical Works In Relation to Renovation of Third Floor at OB, RBI, Kochi.

Sl. No.	Description	Unit	Qty.
1	Provision of wiring and the following done as per relevant standards, technical specifications, scope of work, etc. mentioned in the tender document. For circuits to be wired: a. Average raw power circuit length from DB to switch / switch board is-35 mtrs; b. Average light circuit length from switch to point is- 10 mtrs.; c. Average UPS circuit length from DB to switch / switch board is- 25 mtrs. The scope of works and rates shall include supply and laying of suitable length 25mm PVC medium duty conduit, and all required accessories, fittings, and spares, complete as per standards, tender specifications, and as required at site.		
1.1	One exhaust fan / light / ceiling fan point controlled by one 6A modular type switch, completed as per standards and as directed.	nos.	11
1.2	Two exhaust fan / light / ceiling fan point controlled by one 6A modular type switch, completed as per standards and as directed.	nos.	9
1.3	Three exhaust fan / light / ceiling fan point controlled by one 6A modular type switch, completed as per standards and as directed.	nos.	16
1.4	Four exhaust fan / light / ceiling fan point controlled by one 6A modular type switch, completed as per standards and as directed.	nos.	12
1.5	Five exhaust fan / light / ceiling fan point controlled by one 6A modular type switch, completed as per standards and as directed.	nos.	3
1.6	Six exhaust fan / light / ceiling fan point controlled by one 6A modular type switch, completed as per standards and as directed.	nos.	9
1.7	One 6A independent switch-socket raw power point with 1 no. 2 / 3 pin socket and 1 no. of 6A modular type switch, completed as per standards and as directed. For wall fan points, switch and socket shall be housed in separate locations as per site condition. The rates quoted shall include charges for cutting workstation surfaces for accommodating the point(s).	nos.	38
1.8	One 6A independent switch-socket UPS power point with 1 no. 2 / 3 pin socket and 1 no. of 6A modular type switch, completed as per standards and as directed. For wall fan points, switch and socket shall be housed in separate locations as per site condition. The rates quoted shall include charges for cutting workstation surfaces for accommodating the point(s).	nos.	46
1.9	One 16A independent switch-socket raw power point with 1 no. 16A 2 / 3 pin socket and 1no. 16A modular type switch with indicator, completed as per standards and as directed.	nos.	8
1.10	One 6A half point (UPS or raw power point) with 1 no. 2 / 3 pin socket and 1 no. of 6A modular type switch, wired on existing switch board with modular plate, completed as per standards and as directed.	nos.	27

2	Raw power VTPN DB: Supply, installation, testing, and commissioning of 12-way, three-phase, factory fabricated, IP43 protection rated, double door metallic vertical DB (electrical distribution box, VTPN DB) at site in concealed manner, including termination of the existing raw power incomer connection, complete with loop connections, neutral and earth bars, using all required accessories, fittings, and spares as per relevant standards and as directed. Blank plates should be provided wherever required to avoid gaps in switch gear slots, if any.	nos.	1
3	Raw Power Incomer: Supply, laying, testing, and commissioning of the following 4 core 10 sq. mm. XLPE insulated 1.1 kV grade of armored aluminium power cable including end terminations with brass compression glands and suitable copper lugs, gland earthing using min. 12-SWG bare copper wire / conductor, completed as per standard, and as directed. The cable shall be partially concealed in wall / partially on surface in clamped manner using saddles.	mtrs.	5
4	Raw Power Incomer RCCB: Supply, installation, testing, connecting, and commissioning of incomer- 63A, 30mA sensitivity 4P RCCB, completed as per standards and as directed, in the newly installed DB.	nos.	1
5	Raw Power Incomer MCB: Supply, installation, testing, connecting, and commissioning of incomer- 63A 4P MCB, completed as per standards and as directed, in the newly installed DB. Only type-C MCBs shall be used for the work.	nos.	1
6	UPS TPN DB: Supply, installation, testing, and commissioning of 12-way, three-phase, factory fabricated, IP43 protection rated, double door metallic horizontal DB (electrical distribution box, TPN DB) at site in concealed manner, including termination of the existing UPS incomer connection, complete with loop connections, neutral and earth bars, using all required accessories, fittings, and spares as per relevant standards and as directed. Blank plates should be provided wherever required to avoid gaps in switch gear slots, if any.	nos.	1
7	UPS Incomer: Supply, laying, testing, and commissioning of the following 4 core 6 sq. mm. XLPE insulated 1.1 kV grade of armored copper power cable including end terminations with brass compression glands and suitable copper lugs, gland earthing, 2 runs of min. 12-SWG bare copper laid parallelly, completed as per standard, and as directed. The cable shall be partially concealed in wall / partially on surface in clamped manner using saddles.	mtrs.	20
8	UPS Incomer MCB: Supply, installation, testing, connecting, and commissioning of incomer- 40A 4P MCB, completed as per standards and as directed, in the newly installed DB. Only type-C MCBs shall be used for the work.	nos.	1
9	Outgoing MCBs: Supply, installation, testing, connecting, and commissioning of outgoing- 16A / 10A / 6A SP MCB, completed as per standards and as directed, in the newly installed DB (UPS or raw power). Only C-curve (type-C) MCBs shall be used for the work.	nos.	70
10	Supply installation testing and commission of following fittings with all hardware materials required for installation.		

10.1	Linear Suspended LED Light Fitting for workstations (~2400mm, wattage ~50W)	nos.	9
10.2	Linear Suspended LED Light Fitting for workstations (~1200mm, wattage ~40W)	nos.	46
10.3	LED Track light Fitting (~10W)	nos.	15
10.4	LED 30x30cm Surface-type Fitting (~25W)	nos.	109
10.5	LED 50x50cm Surface-type Fitting (~35W)	nos.	9
11	Speaker Cabling: Supply, laying, testing, and commissioning of 1.5 sq. mm., 2-core, annealed tinned copper conductor speaker cable with PVC insulation, twisted cores, PVC outer jacket / sheath, etc., through PVC conduit, partially concealed in wall / partially on surface in clamped manner using saddles using all necessary connectors, fittings, and other accessories, taken from existing cable entry point to proposed speaker location, complete as per standards and as directed. The scope of works and rates shall include supply and laying of suitable length PVC medium duty conduit, and all required accessories, fittings, and spares, complete as per standards, tender specifications, and as required at site.	mtrs.	100
12	Charges for removal of existing wiring / enclosure boxes / switch boxes / light fittings etc.	lot	1
13	Buy back and removal of old wiring, conduits, etc.	lot	1

1. All quantities shall be subject to actual execution and joint measurements in accordance with the approved drawings and the measurement provisions of the tender. Inspection and testing of wiring and equipment, including insulation resistance, polarity, protective-conductor continuity, phase sequence, operation of protective devices, and submission of test and commissioning records shall be included in the respective item rates, as applicable.

2. I have quoted the rates in the excel sheet uploaded for price bid, for executing the work as per the full specification in this unpriced BoQ.

Signature and Seal of The Contractor:

Name of the Firm:

Place:
Date: