Reserve Bank of India
Estate Department
Lucknow

Notice Inviting E-Tender (NIT)

Supply, Installation, Testing and Commissioning of Split type Air Conditioners in Community Hall of RBI staff quarters (ASQ), Aliganj, Lucknow

The RBI Lucknow invites limited E-tender on Supply, Installation, Testing and Commissioning of Split type Air Conditioners in Community Hall of RBI staff quarters (ASQ), Aliganj, Lucknow from Bank's empanelled contractors. The tendering would be done through the e-Tendering portal of CPP Portal (https://etenders.gov.in/eprocure/app).

2. All firms empanelled with Estate Department, RBI Lucknow under "*Supply of sundry items*", "*Supply of electrical goods*", "*Supply of ACs*" & "*General Electrical Works*" of all financial categories may participate in the tendering process.

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

	E-Tender No.	2026_RBI_296994_1
i.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://etenders.gov.in/eprocure/app
ii.	Estimated Cost	₹7.50 lakhs
iii.	Time period for completion of the work	45 days from the 14th date of issue of Work order.
iv.	Earnest Money Deposit (Only through NEFT/Demand Draft/Bank Guarantee)	NIL
v.	Date of availability of E-Tender Document for download on CPP portal /RBI website	*November 06, 2026;* from 06:00 PM onwards
vi.	Starting date of e-tender for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid)	*November 06, 2026;* from 06:00 PM onwards
vii.	Last Date and time of submission of Tender	*November 26, 2026;* till 02:00PM
viii.	Date and Time of opening of Part I and Part II (Price Bid)	*November 27, 2026;* 03:00PM
ix.	Name of officers regarding any clarification on this tender /	Name: Himanshu Bhatt Email: himanshub@rbi.org.in Mobile Number: 9568358974

	forwarding the detail of EMD etc.	Name: Ashish Singh Email: ashishsingh@rbi.org.in Phone Number: 0522-4667333

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website/CPP Portal as given above and will not be published in the newspaper.

Note: This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

Regional Director
Reserve Bank of India
Lucknow

Reserve Bank of India
Estate Department
Reserve Bank of India Lucknow

E-Tender/bid for

Supply, Installation, Testing and Commissioning of Split type Air Conditioners in Community Hall of RBI staff quarters (ASQ), Aliganj, Lucknow

Part – I

(Techno commercial bid)

Regional Director,
RBI Lucknow
8-9, Vipin Khand,
Gomti Nagar, Lucknow, Uttar Pradesh 226010

Section-I

Notice Inviting E-Tender (NIT)

Supply, Installation, Testing and Commissioning of Split type Air Conditioners in Community Hall of RBI staff quarters (ASQ), Aliganj, Lucknow

The RBI Lucknow invites limited E-tender in two parts for captioned work from Bank's empanelled contractors. The estimated cost of the work is **₹7.50 lakhs** and is to be completed within **45 days from the 14th day of issue of Work order.**

2. Eligibility Criteria: Bidders under "*Supply of sundry items*", "*Supply of electrical goods*", "*Supply of ACs*" & "*General Electrical Works*" of all financial categories के empanelled with RBI Lucknow as mentioned in Section III clause 4**.**

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 I.** 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

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.

	E-Tender No.	2026_RBI_296994_1
i.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://etenders.gov.in/eprocure/app
ii.	Estimated Cost	**₹7.50 lakhs**
iii.	Time period for completion of the work	**45 days from the 14th date of issue of Work order.**
iv.	Earnest Money Deposit (Only through NEFT/Demand Draft/Bank Guarantee)	**NIL**

v.	Date of availability of E-Tender Document for download on CPP portal /RBI website	*November 06, 2026;* from 06:00 PM onwards
vi.	Starting date of e-tender for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid)	*November 06, 2026;* from 06:00 PM onwards
vii.	Last Date and time of submission of Tender	*November 26, 2026;* till 02:00PM
viii.	Date and Time of opening of Part I and Part II (Price Bid) of the tender.	*November 27, 2026;* 03:00PM
ix.	Name of officers regarding any clarification on this tender / forwarding the detail of EMD etc.	Name: Himanshu Bhatt Email: himanshub@rbi.org.in Mobile Number: 9568358974 Name: Ashish Singh Email: ashishsingh@rbi.org.in Phone Number: 0522-4667333

Shri Pankaj Kumar
Regional Director
Reserve Bank of India 8-9, Vipin Khand,
Gomti Nagar, Lucknow, Uttar Pradesh 226010

Section II
Form of Tender

Shri Pankaj Kumar
Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Madam/Dear Sir,

Having examined the drawings, specifications, designs and Bill of Quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the Tender, I/we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Bill of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the General Instructions to Bidders, Articles of Agreement, special condition of contract, general condition of contract hereinbefore referred to, specifications, data sheet and Bill of Quantities and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

i.		Name of works	Supply, Installation, Testing and Commissioning of Split type Air Conditioners in Community Hall of RBI staff quarters (ASQ), Aliganj, Lucknow
ii.		Estimated cost	**₹7.50 lakhs.**
iii.		Payment Terms	As per clause 3 of Section V Part I of tender.
iv.		Time of completion	As per clause 1 of Section V Part I of tender

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days** from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing**.**

3. Should our tender be accepted; we hereby agree to abide by and fulfil all the terms and conditions of the contract.

4. Should our Tender be accepted; we hereby agree to abide by and fulfil all the terms and conditions of the Tender.
5. We acknowledge that you reserve the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason thereof.
6. We hereby declare that we shall treat the tender documents and other records connected with the work as secret/confidential documents. We undertake not to communicate any information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same nor shall we use the information in any manner that could be prejudicial to the safety, security or interests of the Reserve Bank of India.

Dated this ……..day of …….. 2026.

For and on behalf of M/s ……..

_____
(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed as per format Annexure I.)

Section III
General Instructions to the Bidders

This is a limited e-tender enquiry in two parts i.e. Part I (Techno Commercial) I & Part II (Price bid). Only those bidders who are qualified for the work as per pre-qualification/eligibility criteria stipulated in the tender are eligible to participate in this tender.

2. **Brief Scope of work**: A brief scope of the work is as below:

Carrying out Supply, Installation, Testing and Commissioning of Split Air Conditioners in Community Hall, ASQ Aliganj Lucknow.

However, detailed scope of the work is mentioned at **Section VII** of this tender.

3. **E-Tender on CPPP**: The procedure for e -tendering has been detailed at Annexure I. The estimated cost of the work with completion period has been mentioned in section I.

4. **Eligibility Criteria**: Bidders under “Supply of sundry items”, “Supply of electrical goods”, “Supply of ACs” & “General Electrical Works” of all financial categories के empanelled with RBI Lucknow.

5. **Tendering Process**: **a.** The tenders for the above work in **two parts** i.e., **Part I** containing commercial-technical bid of captioned tender, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part II** containing only rates need to be uploaded at CPP portal as per NIT.
b. Part I and II of the tender will be opened at the date and time mentioned in the NIT.

6. **Validity**: Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening Part I of the Tender. This period may be extended by mutual agreement in writing and the bidder shall not cancel or withdraw the tender during this period.

7. **Language**: The Tender form shall be filled in English or in Hindi.In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.

8. **Rates in price-bid (Part II)**: All the payment will be made in INR

i. The rates quoted shall include charges for all taxes, duties, levies, consumables, labour, transport, insurance for transit, packing, etc. till the completion of the work in all respect to the bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the bidders own import license.
ii. The rates inclusive of insurance cover as mentioned in the special conditions of the contract.

9. **Article of Agreement:** On receipt of formal intimation/ letter of Award/work order of the acceptance of his/their tender from the Bank, the successful bidder shall be contractually bound to sign/execute an **Article of Agreement** (**as per format Annexure II**) within 14 days from the date of issue of work order. The agreement should be executed on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be borne entirely by the bidder.

If the successful bidder fails to sign and execute the formal Article of Agreement within **14 days** from the date of issuance of the work order/Letter of Award, such failure shall constitute a breach of the tender conditions. In such an event, the Bank reserves the absolute right to:

i. **Cancel the award** of the contract.
ii. **Blacklist or debar** the bidder from participating in future tenders of the Bank for a specified period.

10. **Site condition**:

i. It is essential that the Bidder gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into Building, and maintenance of neat and orderly conditions in and around work areas inside and outside of Building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

11. **Debarment/court case**: i. 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 in the format given in attached **Annexure**

ii. The bidder shall submit declaration of debarment by any public institution in the format as given in attached **Annexure IV.**

Section IV
General Conditions of Contract

Interpretation Clause

In construing these Conditions, the Scope of work, Specifications, Bill of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

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 the 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.

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 one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Bank.

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 authorised 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)/JE(Elec.)**

The term "Assistant Manager (Tech)/JE(Elec.)" shall mean the person appointed and paid by the Bank to inspect the works, the Contractor shall afford the Assistant Manager (Tech)/ JE(Elec.), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/ JE(Elec.) 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)/ JE(Elec.) 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)/ JE(Elec.) 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.

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)/ JE(Elec.) 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)/ JE(Elec.) 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)/ JE(Elec.) 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 authorised 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 Measurement Book (MB) 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.

19. **Ascertainment of prices for extras**

The Contractor may, when authorised 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 authorisation 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 authorised 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 upto 25% increase of quantity (restricted to Tender quantity in case of abnormally high rates (AHR) items)

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 minimum wages, 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 authorised 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 (restricted to Tender quantity in case of AHR items), 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 cause 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 14 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** with a limit of Rs 2 lakh per accident maximum upto 3 accidents.

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.
- The vendor(s) need to extend the period of validity of all type of insurance up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of all type of insurance for such extended period.

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 certified amount** per week subject to a maximum of 10% of the certified amount 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 neighbouring 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 endeavours 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 authorised 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 drawings 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 14 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 realised. 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 honouring 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 honouring 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 one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings, the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators, as the case may be, shall make an award in terms of such settlement or compromise.

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

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

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators 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 work place:**

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. 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**: Not Required.

45. **Statutory Approvals:**

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 liasoning 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:

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

a.

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.

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 ASQ.

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Section V
Special Conditions of Contract

1. **Time for Completion:**

i. 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 **14th 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 Conditions of Contract. The contractor shall before commencing the work prepare a detailed work programme which shall be approved by the Bank. Completion Time: 45 days from the 14th day of issue of Work order.

ii. 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.

2. **Security Deposit Money (SDM)/ Retention Money:**

Retention Money: 5% of the certified amount will be held in the form of security deposit/ Retention Money by the Bank which will be releases after one year of Defect liability period subjected to the satisfactory working of the system. Such amount shall be released to the contractor after completion of the Defect Liability Period (DLP), without any interest. Successful bidder may also submit the Bank Guarantee (BG) in lieu of retention money, valid till one year of DLP. The format of BG mentioned at Annexure III.

3. **Payment Terms: The following terms of payment, subject to statutory deductions, shall be applicable to this contract:**

i. 95% value of the certified amount shall be released on completion of work at site after deductions of all statutory taxes.

ii. 5% of the certified amount will be held in the form of security deposit/ Retention Money (as mentioned at point number 2 above) by the Bank which will be released after one year of Defect liability period subjected to the satisfactory working of the system.

4. Since the work has to be carried out in **secured campus**, entry pass to any labor/staff of vendor will only be provided after proper identity verification. The Contractor shall have the addresses, identity card and photographs of their workmen being engaged

by them for the said work. The entry of workmen will be allowed inside the campus only on producing the photo pass issued by the Bank and also have to subject themselves to the security restrictions imposed by the Bank. Waiting time for issue of entry pass, needs to be considered while quoting the rates.

Section (VI) - Appendix Hereinbefore Referred To

Ref to Clauses in General condition of contract hereinbefore referred to

1	Defects Liability Period	Twelve months from the date of the completion of the work
2	Period of Final Measurement	3 months
3	Date of Commencement	14th day from the date of issue work order
4	Liquidated damages at the rate of	Liquidated damages at the rate of **0.25 %** of the certified amount per week to a maximum of 10% of the certified amount will be recovered/ deducted for delay beyond the contractual period of completion.
5	Period for honouring certificates of payment	One month for interim bills and 3 months for final bill.
6	Interest for delayed payment	As per Bank rate

Ref to clauses in special condition of contract

1	Contract Period/Time of Completion	45 days from the 14th date of issue of work order.
2	Retention Money	5% of certified amount till DLP

Section-VII

Safety Code (A & B)

A. GENERAL SAFETY

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 metre.
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. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
    ii) 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.
11. Overalls shall be supplied by the Bidder to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. 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.
14. The bidder shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

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B. FIRE AND ELECTRICAL SAFETY

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

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Section VIII

Scope of Work

1. All the Ac's delivered will be installed at vendor's end which will include all the fitting charges including copper pipe, wiring, drain pipe outlet, wall/ floor stand for installation of outdoor unit as per requirement. It also includes carpentry (all civil work) and welding work if required at locations.

2. The firm should submit the Catalogue of the Quoted make.

3. The firm is advised to visit the site and confirm about the scope of the work which includes piping (copper & drain) etc. before quoting the rates.

4. Removal of Debris from the site.

Note: The firm should ensure that the AC units shall be newly manufactured units, with a manufacturing date not older than 06 months.

LIST OF APPROVED MATERIALS

S.No.	Materials List	Approved Make
1	Split Air Conditioner	Daikin, O- General, Mitsubishi.

Technical Specifications:

To be specified by the tenderer:

S.No:	Description	Make	Model
1	1.8 / 2.0 TR, Split AC, (Cold type – 5-star rating- Inverter type- copper tube only).		

Date

Place

Signature of the firm

(By a person holding the Authority/ Power of Attorney)

Section – IX

Un-priced bill of quantity
(Image of price bid/part II)

Name of work- Supply, Installation, Testing and Commissioning of Split type Air Conditioners in Community Hall of RBI staff quarters (ASQ), Aliganj Lucknow					
Sr. No.	**Description**	**Quantity**	**Unit**	**Rate in ₹**	**Amount in ₹**
1	Supply, Installation, Testing and commissioning of 1.8 / 2.0 TR (Cold type – 5-star rating- Inverter type- copper tube only) wall mounted Split type Air -conditioners cooling facilities, cordless remote with battery, copper piping, insulation, Indoor and outdoor unit with wall/ floor angle iron stand, PVC drain piping, copper wiring from AC socket to indoor/ outdoor unit as per the specifications and make mentioned in the tender and as directed by the Bank's engineer. Note: Installation charges including all accessories, **extra copper piping, drain pipes** and carpentry welding work (if required), tools, labour and complete restoration of site as previously, etc. as per the site requirement complete in all respect with the satisfaction of Bank. **The rates should be inclusive of all taxes etc.**	10	Numbers		
2.	**Total Amount (Including GST)** – in figures				
3.	**Total Amount (Including GST)** – in words				

Date

Place

Signature of the firm

(By a person holding the Authority/ Power of Attorney)

Annexure I

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.

A) 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 II

Format of Article of Agreement /Contract Agreement

(for successful bidder)

(On non-judicial stamp paper of appropriate value as per the applicable Stamp Act)

THIS CONTRACT AGREEMENT is made the_____ day of_____, 2026 between the Reserve Bank of IndiaLucknow, body corporate constituted under the Reserve bank of India, Act 1934, having its registered office at: Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400 001 (hereafter called "The Bank") represented by ……..which expression shall include its successors and assigns of the one part and _____ _____incorporated under _____and having its registered office at _____ (thereinafter called "the Contractor")) which expression shall include its successors, legal representatives and assigns of the other part.

WHEREAS the Bank desires to engage the Contractor to Supply Installation, Testing and Commissioning of Split Air Conditioners in Community Hall, ASQ Aliganj Lucknow and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Bank had called for tenders from eligible contractors to provide services for providing "……." as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tender and the Bank has awarded the contract, to provide ……." as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the Contractor has agreed to execute the assigned work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as stated in the Tender Documents (Part I, Part II, annexures and amended thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:	
1	**Contract Agreement:** The following documents shall constitute the Contract between the Bank and the Contractor, and each shall be read and construed as an integral part of the Contract: a) This Contract Agreement and the Appendices hereto b) Letter of Award . Ref. No c) All emails and letters exchange during the tendering process d) Part I (Techno commercial bid) and Part II (Price bid) Bid submitted by the bidder e) Notice Inviting Tender (NIT), along with any corrigenda/addenda.

2	**Contract Price:** The Bank hereby agrees to pay to the Bidder the Contract Price in consideration of the performance by the Bidder of its obligations hereunder. The Contract Price shall be the aggregate of *[Fill: amount of local currency in words]*, *[Fill: amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.
3	**Earnest Money Deposit**: Not applicable
4	**Performance Bank Guarantee (PBG):** Not applicable
5	**Payment Terms:** Payment shall be made by the Bank to the Contractor as per the provisions of Part I of the tender. The Contractor shall ensure that wages & allowances paid to his workers are in compliance with Government wage regulations. Proof of paying minimum wages shall be submitted by the Contractor to the Bank. The percentage of wage increase shall be given as per percentage revision of wages by the Government. The workmen should be paid minimum wages under the Minimum Wages Act, 1948 & rules made thereunder or under any other applicable law. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952 and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The Workmen Compensation policies shall be valid till the validity of contract with the Bank. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract. The Contractor shall abide by all the statutory provisions of the Labour Codes, shall not engage a person below the age of 18 years. Contractor shall be responsible for implementing the requirements of the applicable laws. f) The Contractor shall ensure timely payment of wages/salary within **five (05) days** of subsequent month to the persons employed for the purpose of this agreement (through cheque or by crediting to the bank account) and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the bank every month Payment shall be made by the Bank to the Bidder as per the provisions of Part I of the tender.
6	**Insurance:** 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 cause 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 14 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** with a limit of Rs 2 lakh per accident maximum upto 3 accidents.

7	**Time of Completion:** The completion period of the project shall be reckoned from the 14th day of issuance of Letter of Award/Work Order. Time shall be considered the essence of this Contract, and the Contractor hereby agrees to commence the work immediately after the site is handed over to him to complete the entire work as provided in the said conditions, subject nevertheless to the provisions for extension of time.
8	**Appendices**: The Appendices listed in the attached list of Appendices shall form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendix attached hereto, and the Contract shall be read and construed accordingly.
9	**Jurisdiction**: All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have jurisdiction to determine the same
10	**Language**: The Tender form shall be filled in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation. All communications, drawings, designs, data, information, codes, specifications, and other documents supporting the bid or otherwise exchanged under the Contract shall be in English or in Hindi
11	**Non-disclosure:** 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 services/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.
12	**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 own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.

	ii. 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. iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the 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.
13	**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 has abandoned the Contract, or has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Bank notice to proceed, or 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 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

	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 realised. 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.
14	**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 of section IV.
15	**Penalty** "**Liquidated Damages**" **@ 0.25% of the certified amount** per week of delay subject to a maximum of 10% of the certified amount.

IN WITNESS WHERE OF the Bank and the Bidder/Bidder have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Bank
[Signature]
[Name & Title]
In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Signed for and on behalf of the Bidder
[Signature]
[Name & Title]
In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Annexure – III

Proforma Of Bank Guarantee for Performance Security Deposit/ Retention Money

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : _____
Date : _____

[Fill: Name of Incharge]
[Fill: Designation]
Reserve Bank of India
[Fill: Office address]

_____ _____

Dear Sir,

Name of work: _____ - Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Bidder) (hereinafter called " the said Bidder" which expression shall include its successors and assigns). AND Whereas the Bidder is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹._____ (Rupees___ _____ only) (Amount in figures and words) for the due fulfilment by the said bidder 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 bidder, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

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

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees _____only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute

and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Bidder.

4. 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 Bidder 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 Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

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

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (60 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. In witness whereof I/We of the Bank have signed and sealed this guarantee on the -------- -- day of ---------- (Month) (Year) being herewith duly authorized. For and on behalf of _____ (Name of the Bank) Signature of authorized Bank official Name: Designation Stamp/ Seal of the Bank Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of: Witness

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

Annexure IV

Undertaking to be included in tender regarding declaration of debarment by public institution(s):

(To be submitted by the tenderer on their letterhead)

Name of Work: Supply Installation, Testing and Commissioning of Split type Air Conditioners in Community Hall of RBI staff quarters (ASQ), Aliganj Lucknow

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) 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 upto …….(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 – V

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 **"Name of work "** 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.

Note:

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

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

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