



भारतीय रिजर्व बैंक
संपदा विभाग, कानपुर

Notice Inviting Tender

Reserve Bank of India, Kanpur invites **E-Tender Partwise (in Part-I & Part-II)** for **“Supply, Installation, Testing and Commissioning (SITC) of Air Conditioners at Main Office Building, Civil Lines Officers’ Quarters (CLOQ) and Kidwai Nagar Staff Quarters (KNSQ), RBI Kanpur”**. The tendering would be done through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eprocn/>). All empanelled & eligible Electrical contractors/agencies/firms of the Bank must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

i.	E-Tender no	RBI/Kanpur Regional Office/Estate/21/25-26/ET/1016
ii.	Mode of Tender	e-Procurement System (Online Part I –Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn/)
iii.	Estimated Cost	₹20,00,000/- (Rupees Twenty Lakhs only)
iv.	Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur under 10 Lakh to 20 Lakh category in concerned Trade)
v.	Date of NIT available to parties to download	February 17, 2026 onwards
vi.	Pre Bid Meeting	Offline, 11:00 AM on February 18, 2026 Venue: Estate Department Reserve Bank of India, Kanpur.
vii.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn/	03:00 PM of February 18, 2026 onwards
viii.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 11:00 AM on February 27, 2026

ix.	Date & time of opening of Tender Part I	11:10 PM on February 27, 2026
	Date & time of opening of Tender Part II	11:20 PM on February 27, 2026
x.	Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.

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 and MSTC Website as given above and will not be published in the newspaper.

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
Kanpur**



**Reserve Bank of India
Estate Department, Kanpur**

**E-Tender
for**

**Supply, Installation, Testing and Commissioning (SITC) of Air
Conditioners at Main Office Building, Civil Lines Officers' Quarters
(CLOQ) and Kidwai Nagar Staff Quarters (KNSQ), RBI Kanpur**

Name of Tenderer _____

Address _____

Date of Pre Bid Meeting (offline) February 18, 2026 at 11:00 Hrs.

Due date of submission of tender: February 27, 2026 up to 11:00 Hrs

Due date of opening of Part I of the Tender: February 27, 2026 at 11:10 Hrs

Venue: 2nd Floor, Estate Department
Reserve Bank of India,
The Mall,
Kanpur -208001

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Schedule of Tender

i.	e-Tender no	RBI/Kanpur Regional Office/Estate/21/25-26/ET/1016
ii.	Mode of Tender	e-Procurement System (Online Part I –Pre qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn/)
iii.	Tender Value	Estimated cost- Rs 20,00,000/-
iv.	Date of NIT available to parties to download	February 17, 2026 onwards
v.	Pre Bid Meeting	11:00 AM on February 18, 2026 at Estate Department Reserve Bank of India, Kanpur.
vi.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn/	03:00 P M of February 18, 2026 onwards
vii.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 11:00 AM on February 27, 2026
viii.	Date & time of opening of Tender Part I Date & time of opening of Tender Part I	11:10 AM on February 27, 2026 11:20 AM on February 27, 2026
ix.	Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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

Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn/

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → New Common Portal > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI/MSTC, (before the scheduled time of the e-tender).

**Contact details (RBI): estatekanpur@rbi.org.in; 0512-2303830,31,33-1902
MSTC Helpline Number (IVR)-07969066600**

Contact person (MSTC Ltd):

1. Mr Vijayant Narayan Singh, Executive, 09909080178
2. Mr Nitin Anand, Manager, 0522-4240445

B) System Requirements:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

Other Settings:

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

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

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprocn/. Tenders will be opened electronically on specified date and time as given in the Tender.

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

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "**Transaction Fee Payment**" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

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

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

Bidding in e-tender:

- a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →New Common Portal →My menu→ Auction Floor Manager→ live event →Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click

on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.

- e) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

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

Vendors are requested to quote rate including GST for each item as specified in the portal. No change in quoted rates will be accepted.

MSTC portal will be available for uploading documents and rates from Date February 18, 2026 to Date February 27, 2026

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Section-I
Form of Tender

Place _____

Date _____

The Regional Director

Reserve Bank of India

Estate Department,

Kanpur, UP-208001

Madam / Dear Sir

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

MEMORANDUM

(a)	Description of works	:	E-Tender for SITC of Air Conditioners at Main Office Building, Civil Lines Officers' Quarters (CLOQ) and Kidwai Nagar Staff Quarters (KNSQ), RBI Kanpur
(b)	Estimated cost of the system	:	Rs 20,00,000/-
(c)	EMD (Earnest Money Deposit)	:	2% of contract amount to be submitted by successful bidder
(d)	Performance Bank Guarantee	:	5% of contract value valid from the entire period of validity of contract till virtual completion of work
(e)	Percentage to be deducted from bills	:	5% as Retention Money Deposit to be returned after 1 year of Defect liability period
(f)	Time allowed for completion of the work	:	30 days from 14 th day of date of letter for award of work

(g)	Liquidity Damages	0.25% of contract amount per week subjected to maximum 10% of the contract value
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2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor.
5. Should we become successful tenderer, we shall deposit a sum of **rupees as mentioned in Memorandum through NEFT** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract within the prescribed time limit when called upon to do so, or withdraws the bid after opening the commercial bid we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The e-Tender is submitted in two parts in separate sealed envelopes on MSTC portal. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2026.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with _____

name, address and date _____

(2) Signature with _____

name, address, and date _____

Section II

करार (सफल निविदाकार से)

ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.100/- stamp paper)

यह समझौता अनुबंध भारतीय रिजर्व बैंक, कानपुर (जिसे इसके बाद "बैंक" कहा जाएगा) और _____ (जिसे इसके बाद "ठेकेदार" कहा जाएगा) के मध्य दिनांक _____ को निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Kanpur (hereafter called "The Bank") of the one part and _____ (hereinafter called "the Contractor") of the other part.

जहां बैंक वांछित है,
()
और किए गए कार्य का विशिष्ट वर्णन करें।

WHEREAS The Bank is desirous of
() and has caused specifications describing the works to be done.

और उक्त विशिष्टाओं के अनुसार, मात्रा और रेखाचित्रों की अनुसूची पर या पार्टियों की ओर से हस्ताक्षर किए गए हैं।

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

और ठेकेदार ने इसके आगे उल्लिखित शर्तों तथा परिणाम की अनुसूची तथा ठेके की शर्तें (जिन्हे) इसके आगे समग्र रूप से "उक्त शर्तें" कहा गया है) के अधीन उक्त आरेखनों में दर्शाये गए और/या उक्त विनिर्देशों में में वर्णित तथा परिणाम की अनुसूची में सम्मिलित निर्माण कार्य को उनमें निर्दिष्ट दरों के अनुसार हिसाब लगाई गयी कुल राशि पर या ऐसी अन्य राशि पर, जो उनके अधीन देय हो (जिसे इसके आगे "उक्त ठेके की राशि" कहा गया है) निष्पादित करना स्वीकार किया है।

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

arrived at or such other sum as shall become payable thereunder (hereinafter referred to as 'the said Contract Amount')

अब इस बात पर निम्न तरह से सहमति है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखनों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा

In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.

2 बैंक ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमें निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए, अदा करेगा।

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

3 उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित पक्ष उक्त शर्तों का क्रपशः पालन करेंगे, अपने-आपको उनके अधीन मानेंगे तथा उसमें उल्लिखित शर्तों के अधीन अपनी और से करार का निष्पादन करेंगे।

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

4 इसमें उल्लिखित नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे।

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

5 यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह सम्पूर्ण " _____ "

" के संबंध में कार्य को पूरा करने की संविदा है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी। कार्य आदेश संख्या _____ इस समझौते का हिस्सा होगा।

This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the “_____ (Name of work)

_____” to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions. Work order No _____ shall form part of this agreement.

6 अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यों हेतु वाजिब सुविधा वहन करनी होगी एवं ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये नुकसान को ठीक करना होगा।

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

7 बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं ड्रॉइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है।

The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

8 समय को इस अनुबंध के महत्वपूर्ण कारक के रूप में माना जाएगा, और ठेकेदार साइट को सौंपने के तुरंत बाद या औपचारिक कार्य आदेश जारी होने के 14 दिनों के बाद जो भी बाद में हो दी गई शर्तों एवं समय विस्तार के प्रावधानों के अनुसार दी गई शर्तों के अनुसार कार्य पूर्ण करेगा तथापि समय विस्तार के प्रावधान ऐसे लिखित तरीके (अर्थात् विलेख या करार या पत्रों/ ई-मेल के आदान-प्रदान) के अधीन होंगे जिन पर दोनों पक्षों परस्पर सहमत हों।

Time shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14th day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition , subject nevertheless to the provisions for extension of time in writing by such form(i.e by way of a deed of agreement or by exchange of letters/emails)as may be mutually decided by the parties..

9 इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल कानपुर में किए जाएंगे।
All payments by The Bank under this Contract will be made only at Kanpur.

10 इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को कानपुर में उत्पन्न माना जाएगा और इनका निपटान केवल कानपुर में न्यायालयों के ही अधिकार क्षेत्र में होगा। All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kanpur and only Courts in Kanpur shall have jurisdiction to determine the same.

- 11 इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हे पूर्ण रूप से समझ लिया है।
That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
- 12 **गैर-प्रकटीकरण खंड** :ठेकेदार बैंक ,के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्त और गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टर्मिनेशन के बाद भी बने रहेंगे।

Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.

यौन उत्पीड़न की रोकथाम संबंधी उपबंध/ Prevention of Sexual harassment clause

ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित थेट्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

The contractor/Agency shall be solely responsible for full compliance with the provision of "the sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.

अप्रत्याशित घटना: यदि कोई भी पक्ष अपने नियंत्रण से परे किसी घटना के घटित होने के कारण इस समझौते के तहत अपने दायित्वों को निभाने में असमर्थ है (जैसे कि ईश्वर के कार्य, युद्ध जैसी स्थितियाँ, दंगे, श्रमिक हड्डताल, सरकारी कार्य, भूकंप, चक्रवात, आंधी, और अन्य प्राकृतिक आपदाएँ, आदि), उस पक्ष को इस अनुबंध के अंतर्गत चूककर्ता नहीं माना जाएगा। प्रत्येक पक्ष जारी रखने के लिए इस समझौते के तहत प्रदर्शन को सक्षम करने के लिए सभी उचित प्रयासों का उपयोग करने के लिए सहमत है। यदि अप्रत्याशित घटना के कारण गैर-प्रदर्शन की अवधि 30 दिनों से अधिक हो जाती है, तो जिस पार्टी की प्रदर्शन करने की क्षमता इतनी प्रभावित नहीं हुई है, वह लिखित नोटिस देकर इस समझौते को समाप्त कर सकती है।

Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

यदि इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं।

एक भागीदारी या एक व्यक्ति है। If the contract or is a Partnership or an Individual

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

यदि इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिक्रत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपयों पर अपनी नियमित मोहर लगावाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपयों का निष्पादन करवाया है।

है। If the contract or is a Company

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

Signature Clause

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

Shri

(name and designation)

..... in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY If the party is a partnership firm or any individual
..... should be signed by all or on behalf of all the
..... partners.

(1)

Address

.....
.....
.....

2)

.....
..

Address

.....
.....
.....

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

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to
the resolutions passed

By its Board of Directors at the
meeting held on

.....
.....
.....

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

In the presence of

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

(1)
.....
.....

(2)
.....
.....

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

(1)
.....
(2)

SIGNED AND DELIVERED BY the
Contractor by the hand Of

Shri

.....
and duly constituted attorney.

Section III

Commercial and General Conditions of Contract

1. E-tenders are invited in two parts, Part I (Techno –commercial Bid) and Part II (PRICE Bid) from Bank's empanelled contractors in panel 4 (10-20 L) under Trade 09 (Supply, Repair and Maintenance to Water Coolers, Tower/ Cassatte/ Window/Split/portable ACs.)

3.1.1 Online tenders will be allowed to view /download to all firms from 11 AM of ---.

3.1.2 Eligibility Criteria

Bank's empaneled contractors **in panel 4 (10-20L) under Trade 09.**

3.1.3 E-Tender submission:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Prices", respectively on MSTC portal. Telegraphic, Fax and E-mail e-Tenders will not be accepted. Insertions, post-scripts, additions and alterations shall not be valid unless confirmed by the e-Tenderers signature. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures as mentioned in the tender should be filled and uploaded on MSTC portal.

Tenderers are advised to submit e-Tender on MSTC website (www.mstcecommerce.com) If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head/ paper. Each page of the forms shall be signed and submitted.

3.1.4 Amendment to E-TENDER Document

- a) At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the E-TENDER by an amendment and same will be uploaded in the form of Corrigendum on www.mstcecommerce.com/eprocn/ for information of prospective bidders.
- b) In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

3.2 Pre-Bid Meeting: A pre-tender briefing meeting of the intending tenderers will be held at 11:00 hours on February 18, 2026 in Estate Department, Reserve Bank

of India, Kanpur to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II).

- 3.3** The E-Tender should be submitted / uploaded till 11:00 AM on February 27, 2026. No tender will be received/accepted after 11:00 AM on February 27, 2026 under any circumstances whatsoever.
- 3.4** On receipt of intimation from the Bank of the acceptance of his / their e-Tender, the successful Tenderer shall be bound to implement the contract and **within fourteen days thereof**. The successful Tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a e-Tender will constitute a binding contract between the Reserve Bank of India and the person so Tendering whether such formal agreement is or is not subsequently executed.

Part I – Technical & Commercial

3.5.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified and documents and commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests, and inspection, makes of materials, technical description, drawings etc, if applicable.

3.5.2 Part I of the tender **having signed with seal tender Part I documents** of the e-Tender to be uploaded in MSTC portal.

3.5.3 **Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before Tendering.**

The Tenderers are advised to submit the e-Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the e-Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the e-Tender documents has any price

implications, the same should be considered and included in the quoted price. **Any Tender containing deviation from the terms and conditions is liable for rejection.**

3.5.4 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Kanpur.**

3.6 **Part II - Price**

Part II – “Price bid”, supplied along with the e-Tender.

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (unpriced BOQ) No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the e-Tender will not be considered and will be treated as null and void.
- (b) If any of the documents is missing or unsigned, the e-Tender may be considered invalid by the Bank in its discretion.
- (c) No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.
- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the ACs are supplied, installed, tested and commissioned.
- (e) The rates quoted shall be firm and shall not be subjected to variations in exchange variation in labour, transport. The rates shall be quoted for complete work, i.e. complete renovation of flat including supplying of material, labor and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc. No concessional form for any levies will be issued by the Bank. Similarly, no import license will be issued by the Bank.

3.7 Tenderers are advised to quote strictly as per Schedule of Quantity. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable

and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account

3.8 Opening of e- Tender

Part I of the e-Tenders will be opened online on **February 27, 2026** at 1110 hrs.

Price bid (Part II) of only those e-Tenderers who are found eligible after scrutiny of their Part I of the Tenders will be opened on a **February 27, 2026** at 1120 hrs.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include the following.

- The work shall include dismantling of the existing AC units including old copper piping (wherever applicable) and shifting of the same to designated area for removing it out of premises under buyback.
- Installation of the new AC units as per the technical details as detailed in the tender including necessary hardware, labour for loading, unloading, transport, taxes etc. Rates shall also be including cutting in wall/window/core cutting wherever required, cabling from the nearest power point using flexible 2.5/4 sq.mm 4 core copper cable, stand, hardware, 3pin/metal clad top/3 pin top as required or any other hardware, hard PVC drain-line with elbows and bend to nearest drain point as per direction of engineer. The civil work like cutting of the false ceiling, repairing shall be in the scope of contractor.
- The firm shall ensure the safety of the person working at height, shall work with proper safety equipment/ body harness as and when required.

3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications before quoting price in the tender.

3.9.4 Tenderer shall supply all tools, plants, scaffolding, ladder, labor and consumables etc. as required for installation, testing and commissioning of the air conditioners.

3.10 Validity of e-Tender

The e-Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of e-Tender, which period may be further extended by mutual agreement in writing by the Tenderer shall not cancel or withdraw the e-Tender during this period.

3.11 Lowest e-Tender not necessarily to be accepted

3.11.1 The Bank is not bound to accept the lowest or any e-Tender or to assign any reason for non-acceptance.

3.11.2 The Tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-Tenders, even though the Bank may elect to modify/withdraw the e-Tender.

3.12 Earnest Money, Security Deposit & Security during Defect liability period

3.12.1 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.12.2: **Retention money** of 5% of bill value shall be deducted from each RA bill of the contractor till the total recovery amounts to 5% of contract value as security deposit that shall be returned after successful completion of Defect liability period.

3.12.3 **Performance Bank Guarantee**- On award of contract, the successful tenderer shall furnish an amount equal to **5% (five percent) of the contract value** (*the Contract value mentioned in this document means the total value of work, at which the work is awarded*), in the form of a Bank Guarantee from any scheduled Bank **or amount equivalent to PBG through online mode (NEFT / RTGS)**, which shall be submitted within **fourteen** days of the date of award of work towards security deposit for the due fulfilment of the contract. **The said PBG shall remain be valid during entire currency of contract (execution period, DLP period)**. In case of any delay in submission of the PBG or amount

equivalent to PBG, penalty will be deducted from the bills of the contractor at Bank rate. RBI Kanpur has the right to invoke the PBG to compensate any fault/ penalty/ lapse in services by the contractor.

3.13 **Terms of Payment**

The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

- (a) 60% of the contract value released after delivery of complete materials (including AC units, copper pipe ,cable, stand, stabiliser etc as mentioned in BOQ) duly accepted by Bank's engineer
- (b) 35% of amount shall be released after successful, installation testing and commissioning of ac units
- (c) 5% of the amount shall be released deducted as retention money / security deposit that shall be returned after end of 1 year of DLP.
- (d) Payment is liable to deduct GST/IT/TDS as per the state Law if applicable.

3.14 Taxes- The prices quoted shall be deemed to include GST. As per Indian laws, tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 **Insurance**

The contractor/s shall, before commencement of the works, submit requisite insurance insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the **joint names of the employer and the contractor (the name of the former i.e. RBI being placed first in the policy) for the full amount of the contract**. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the copy of policy and receipts for the premium with the employer within **fourteen days from the date of award of work or before commissioning the work at site, whichever is earlier**.

In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default.

In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

It is to be noted that the contractor shall not be allowed to commission the work at site without submission of valid insurance policies. Any delay in work due to non-submission of insurance policies shall not be consider for waiver of LD.

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

- **Contractor's All Risk Policy.**
- **Workmen compensation policy for the employees of the contractor working at site.**
- **Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2.50 lakh per accident.**

3.16 Completion Period

3.16.1 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.

3.16.2 Damages for non-completion of work on time(liquidated damages)

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages at the rate **0.25% of contract amount per week** for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

3.16.3 Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

3.17. Defect Liability Period (DLP)

All the material and work shall be guaranteed for **one year from the date of virtual completion of work**. Any defect or fault found in the circuit or material due to the poor workmanship shall be rectified by the contractor free of cost during this period. This does not include any fault rectification due to mishandling/overloading of electrical circuits by the user. **The work shall also include quarterly cleaning of AC units (one wet servicing and three dry servicing in total during a year).**

3.18 Special conditions -

- i. The firm is also advised to use the make of material as per tender specifications only and in consultation with Bank's engineer.
- ii. The contractor should quote only those models of AC units that are readily available in the market.
- iii. The manufacturing date of AC units to be supplied to the bank shall not be older than 30 June 2025.
- iv. The contractors are advised to deploy multiple teams to complete the work during permitted working hours only in scheduled time. All the teams are coordinated and supervised by a supervisor appointed by the contractor during the work.
- v. The work in DLP shall also include quarterly cleaning of AC units (one wet servicing and three dry servicing in total during a year) and attending any number of breakdown calls.

3.19 Packing Dispatch and delivery of material

The successful contractor needs to submit a sample of each material to be verified from Bank's engineer before delivering the complete lot.

3.20 Signing of Contract Agreement

The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the e-Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work

order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

- 1 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
 - 2 The e-Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the e-Tender may be rejected.
 - 3 On receipt of intimation from the Bank of the acceptance of his/their e-Tender, the successful Tenderer shall be bound to **implement the Contract and within fourteen days thereof**, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a e-Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed.
 - 4 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
- 3.21 Right to Accept Part e-Tender or reject the bid: The Bank reserves the right to accept the e-Tender either in whole or in part at the same prices quoted by the Tenderer.

Notwithstanding anything mentioned above, bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers. The Bank shall not assign any reason for rejection of any or all Bids.

RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:

- (a) In case no Bid is received.
- (b) Occurrence of any event due to which it is not possible to proceed with the selection process.
- (c) An evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- (d) On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- (e) The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

3.22 Evaluation of e-Tender

- Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of overall amount quoted for the work including rebate.
- The overall L1 bidder shall be eligible for the award of work.

3.23 Sufficiency of Schedule of Quantities

- The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness and sufficiency of his e-Tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract.

- The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted. Any rate on account of it shall be included in the tender itself.
- The rates quoted in the e-Tender shall include all charges for scaffoldings, ladders, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

3.24 Language: The e-Tender including all labels in drawings, documents, catalogues etc. shall be in English language.

3.25. Other Issues

The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

3.26. The Tenderer are requested to examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work etc. before submission of e-Tender.

3.27. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any

other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

3.28. The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector. The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon.

3.29. Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being

taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.

- iv) Bank's Engineer decision as to rejection final: - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.30. Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

3.31. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing 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. The Employer does not accept liability for any sum besides the e-Tender amount, subject to such variations as are provided for herein.

3.32. Labor License: The contractor shall abide by and fulfil all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). and fulfil all statutory requirements if applicable. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labor laws.

3.33 The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.34 Delayed Payment: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names 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 sum ought to have been paid by the Employer until the payment. The clause is applicable only after submission of invoice complete in all respect and other documents as mentioned in the tender.

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

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

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

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed

as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

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

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

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

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

3.38 Abandonment of works -If at any time after the acceptance of the tender, the Employer 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.

3.39 Return of surplus materials-Notwithstanding anything to the contrary contained in any or all the clauses of this Contact, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

3.40 Right of employer to terminate contract in the event of death of Contractor or individual - Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

3.41 Non-disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

3.42 Sexual harassment clause-

- a. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working

in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- c. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
 - d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
 - e. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

3.43. The clauses 3.41 & 3.42 will be part of agreement during DLP and AMC also.

Force Majeure:

3.44 If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

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

Date: _____ Signature of the firm _____

Place: (By a person holding the Authority/Power of attorney)

SECTION IV

Safety Code

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 labor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint. 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 Contractor 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. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
13. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
14. During the work execution necessary fire safety measures shall also be taken.

FIRE SAFETY

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

Place:

Date:

Seal & Signature of the Tenderer.

SECTION V

The Conditions Herein before Referred To

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

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.

g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Shall mean Supply, installation, testing and commissioning of Fully automatic Organic waste converter For Bank's office premises and two numbers of residential colonies at Kanpur

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

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

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

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

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

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

11. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without

the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

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

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

16. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

17. **Prices for extra:** The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein. ***However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Architects of the project and with the concurrence of the employer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account."***
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the

works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

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

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

18. Unfixed materials when considered to be the property of the Employer

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

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

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them during defects liability period after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.
21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

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

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

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

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

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

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

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

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

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

1. Contractor's All Risk Policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limit as under: Rs.10,00,000/- per annum
Rs.2,50,000/- per occurrence.

25. **Insurance:** The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same

manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

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

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

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

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

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

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

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

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

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

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

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names 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 sum ought to have been paid by the Employer until the payment. The clause is applicable only after submission of invoice and MB complete in all respect as mentioned in the tender

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

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

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

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may

be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

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

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

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

Right of technical scrutiny of final bill

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

Employer entitled to cover compensation paid to workman

37. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any

claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of works

38. If at any time after the acceptance of the tender, the Employer 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.

Return of surplus materials

39. Notwithstanding anything to the contrary contained 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 Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

Right of employer to terminate contract in the event of death of Contractor or individual

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

41. Non-disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or

elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

42. Sexual Harassment clause

- a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

43. The clauses 41 & 42 will be part of agreement during AMC also.

Force Majeure:

44. If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

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

Place

Date

Seal and signature of contractor

SECTION VI
Commercial Check-list

S.N.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	30 days from 14th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	0.25% of the contract value per week subject to maximum of 10% of contract value.	
6	Defect liability period	12 months from the date of issue of virtual completion certificate.	
7	Terms of payment	As per Section 3.13	
8	Insurance	As per Section 3.15	
9	Performance Bank guarantee	As per section 3.12.3	
10	Retention Money	As per Section 3.12.2	
11	Site visit	The vendor shall visit the site before quoting their rates. No extra charges will be given after opening price bid.	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section VII

Technical Specifications / Bank's Requirements

<p>1. The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":</p> <ul style="list-style-type: none"> a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work. b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications. c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefore. d) The removal and/or re-execution of any works executed by the contractor. e) The dismissal from the works of any persons employed thereupon. f) The opening up for inspections of any work covered up. g) The amending and making good of any defects that are observed during execution. h) Permission of Shut down, if any is required, from the local electricity board. i) Depute one supervisor for looking after the work. The mobile number shall be communicated to Estate Department. j) Sign board "Men at Work" prominently display on site. <p>The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.</p>
<p>2. The firm must correct all damages, if any, occurred during execution of work at its own cost.</p>
<p>3. AC installations shall be guaranteed for a period of twelve months against defective materials and workmanship with the guarantee commencing from the date the installation is taken over by the owner and during the period of guarantee any defects in material or workmanship if found shall be rectified or replaced by the contractor free of cost to the owner.</p>
<p>4. All the holes in the wall shall be done using core cutting of appropriate size.</p>
<p>5. No cutting should be done in any slab of the flat to disturb stability of the building</p>
<p>6. The debris should be removed periodically instead of removing them at once after completion of total work, to avoid any accumulation of debris and inconvenience to the residents.</p>
<p>7. The manufacturing of ACs shall not be before 30 June 2025.</p>
<p>8. The material of condenser coil must be 100% Copper.</p>
<p>9. The refrigerant gas must be eco-friendly.</p>

10	During DLP , firm has to carry out quarterly servicing of the AC units (one wet and three dry).
11	<p>4 Way/360 Degree airflow Cassette type units</p> <p>(a) The cassette unit should perfectly fit into ceilings and match the standard architectural modules, without the need to cut ceiling tiles.</p> <p>(b) The flaps fold tightly against the ceiling when operation stops so that the ceiling is affected only slightly even if air conditioning is installed.</p> <p>(c) Designed for simple & easy installation and maintenance. It should be slim in design. With an electrical box is located inside the unit.</p> <p>(d) The unit must have drain pump kit if. The drain pump must be suitable to lift drain upto 1000 mm from the bottom of the unit.</p>

Technical Specifications for Electrical Works

Approved make of materials:

S.N.	Name of Item	Make	Offered by Contractor
1	Air Conditioners	Daikin, Hitachi, Carrier, O General, Mitsubishi, Voltas, Haier, Lloyd, Trane, Panasonic, Samsung, Bluestar	
2	Electrical cable	Finolex, Polycab, RR Kabel, KEI, Havells, Gloster	
3	PVC conduits, casing-capping, ceiling rose, junction boxes, tees, bends etc.	AKG, Precision, Modi, Standard	
4.	Digital Voltage Stabiliser	Microtek, V-Guard	
5.	Copper pipe	Mandev/ Uniflow/ Koprex/ Mexflow	

Proposed location for AC units

S. No.	Colony	Location	Qty Proposed with Tonnage
1	CLOQ	Community Centre (Officers')	03 (1.8Tr each)
2	KNSQ	Dispensary	03 (1.5Tr each)

3		Community Centre (Class III)	02 (4.5Tr Tower AC), 04 (1.8Tr Split AC)
4	Bank Premises	Proposed Creche Area (AOB)	02 (3.3Tr Hot and Cold Cassette AC-Play area), 02 (1.5 Tr Hot n Cold Split AC- hall/resting area)
5		BO Conference room (AOB)	02 (4.5Tr Hot and Cold Cassette AC)

Note: If material Make are not indicated, choice of make will be with the Bank. Firm is advised to quote considering the price implication in the various series/model of the approved make of list. No price change shall be accepted afterwards due to variation in the cost of series/model/switches.

Firms are advised to quote only those models that comply bank's specifications and are readily available in the market.

If any accessories, parts, which are not mentioned above but are required to complete the work, are in the scope of the tenderer.

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

Place

Signature of bidder

Date

Section VIII – UNPRICED BILL OF QUANTITY

E-Tender for SITC of Air Conditioners at Main Office Building, Civil Lines Officers' Quarters (CLOQ) and Kidwai Nagar Staff Quarters (KNSQ), RBI Kanpur

Sr. No.	Description (s) of Items	Qty	Unit
1	Supply of high efficiency, minimum 3 star (as per latest BEE standard) 1.5 TR Inverter type Split Air Conditioner (cold only) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	03	Nos
2	Supply of high efficiency, minimum 3 star (as per latest BEE standard) 1.5 TR Inverter type Split Air Conditioner (Hot and cold) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	02	Nos
3	Supply of high efficiency, minimum 3 star (as per latest BEE standard) min 1.8TR Inverter type Split Air Conditioner (cold only) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	07	Nos
4	Supply of high efficiency, minimum 3 star (as per latest BEE standard) min 3.3 TR Inverter type Hot n Cold 4 Way/360 Degree airflow Cassette units (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	02	Nos
5	Supply of high efficiency, minimum 3 star (as per latest BEE standard) min 4.5 TR Inverter type Hot n Cold 4 Way/360 Degree airflow Cassette units (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	02	Nos
6	Supply of high efficiency, minimum 1star (as per latest BEE standard) 4.5 TR Inverter type Tower Air Conditioner (cold	02	Nos

Sr. No.	Description (s) of Items	Qty	Unit
	only) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.		
7	Installation, testing and commissioning of split AC units. Rate shall include loading and unloading charges, fixing, core cutting in walls, leakage testing, refrigerant supply and refilling, making good the damages during installation and other associated works (1.5Tr to 2.2Tr)	12	Nos
8	Installation, testing and commissioning of cassette and tower AC units. Rate shall include loading and unloading charges, fixing, core cutting in walls, leakage testing, refrigerant supply and refilling, making good the damages during installation and other associated works (3.3Tr to 4.5Tr)	06	Nos
9	Providing and fixing of pre-fabricated powder coated wall mounted stand of suitable size for fixing of outdoor of split AC units. (1.5 to 2.2Tr)	12	Nos
10	Providing and fixing of pre-fabricated powder coated wall mounted stand of suitable size for fixing of outdoor of AC units. (3 to 4.5Tr)	06	Nos
11	Providing and fixing of the copper piping of suitable size and with nitrile rubber insulation and power cable (4 core 2.5 sqmm Copper) to be installed including necessary hardware including power supply cable, round metal top of AC box, labour, accessories as required for above AC unit. (1.5 to 2.2Tr)	225	Feet
12	Providing and fixing of the copper piping of suitable size and with nitrile rubber insulation and power cable (4 core 4 sqmm Copper) to be installed including necessary hardware including power supply cable, round metal top of AC box,	260	feet

Sr. No.	Description (s) of Items	Qty	Unit
	labour, accessories as required for above AC unit. (3.3 to 4.5Tr)		
13	SITC of hard PVC drain pipe of 20/25 mm size (MMS) as per AC size	515	feet
14	Providing and fixing of digital voltage stabiliser (160V-285V)	07	Nos
	Total		
15.	Rebate for buyback of old AC units (1.2 tr to 1.8 tr) more than 5 years old	06	Nos

Date:

Place:

Signature of tenderer & their seal.

Annexure "A"

(Proforma of Bank Guarantee for Security deposit)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

The Regional Director
Reserve Bank of India
Mall Road Kanpur – 208001

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messer's _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **(Name of work)** per their Tender No. _____ dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR (_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said

contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____

(INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the

conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____



**Reserve Bank of India
Estate Office ,Kanpur**

e-Tender

For

**E-Tender for SITC of Air Conditioners at Main Office Building, Civil
Lines Officers' Quarters (CLOQ) and Kidwai Nagar Staff Quarters
(KNSQ), RBI Kanpur**

Name of Tenderer _____

Address _____

Due date of submission of tender: **February 27, 2026 up to 11:00 Hrs**

Due date of opening of Part I of the Tender: **February 27, 2026 at 11:10 Hrs**

Due date of opening of Part II of the Tender: **February 27, 2026 at 11:20 Hrs**

Reserve Bank of India
Estate Department, Kanpur

Sr. No.	Description	Qty	Unit	Rate	Amount
				In Rs	In Rs
1	Supply of high efficiency, min 3 star (as per latest BEE standard) 1.5 TR Inverter type Split Air Conditioner (cold only) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	03	Nos	To be quoted on MSTC	
2	Supply of high efficiency, min 3 star (as per latest BEE standard) 1.5 TR Inverter type Split Air Conditioner (Hot and cold) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	02	Nos	To be quoted on MSTC	
3	Supply of high efficiency, min 3 star (as per latest BEE standard) min 1.8TR Inverter type Split Air Conditioner (cold only) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	07	Nos	To be quoted on MSTC	
4	Supply of high efficiency, minimum 3 star (as per latest BEE standard) min 3.3 TR Inverter type Hot n Cold Cassette Air Conditioner unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	02	Nos	To be quoted on MSTC	
5	Supply of high efficiency, minimum 3 star (as per latest BEE standard) min 4.5 TR Inverter type Hot n Cold Cassette Air Conditioner unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	02	Nos	To be quoted on MSTC	
6	Supply of high efficiency, minimum 1 star (as per latest BEE standard) 4.5 TR Inverter type Tower Air Conditioner (cold only) unit (100% Copper coiled) along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only.	02	Nos	To be quoted on MSTC	
7	Installation, testing and commissioning of AC units. Rate shall include loading and unloading charges, fixing, core cutting in walls, leakage testing, refrigerant supply and refilling, making good the damages during installation and other associated works (1.5Tr to 2.2Tr)	12	Nos	To be quoted on MSTC	

Sr. No.	Description	Qty	Unit	Rate	Amount
				In Rs	In Rs
8	Installation, testing and commissioning of AC units. Rate shall include loading and unloading charges, fixing, core cutting in walls, leakage testing, refrigerant supply and refilling, making good the damages during installation and other associated works (3.3Tr to 4.5Tr)	06	Nos	To be quoted on MSTC	
9	Providing and fixing of pre-fabricated powder coated wall mounted stand of suitable size for fixing of outdoor of AC units. (1.5 to 2.2Tr)	12	Nos	To be quoted on MSTC	
10	Providing and fixing of pre-fabricated powder coated wall mounted stand of suitable size for fixing of outdoor of AC units. (3 to 4.5Tr)	06	Nos	To be quoted on MSTC	
11	Providing and fixing of the copper piping of suitable size and with nitrile rubber insulation and power cable (4 core 2.5 sqmm Copper) to be installed including necessary hardware including power supply cable, round metal top of AC box, labour, accessories as required for above AC unit. (1.5 to 2.2Tr)	225	Feet	To be quoted on MSTC	
12	Providing and fixing of the copper piping of suitable size and with nitrile rubber insulation and power cable (4 core 4 sqmm Copper) to be installed including necessary hardware including power supply cable, round metal top of AC box, labour, accessories as required for above AC unit. (3.3 to 4.5Tr)	260	feet	To be quoted on MSTC	
13	SITC of hard PVC drain pipe of 20/25 mm size (MMS) as per AC size	515	feet	To be quoted on MSTC	
14	Providing and fixing of digital voltage stabiliser (160V-285V)	07	Nos	To be quoted on MSTC	
Total					
15.	Rebate for buyback of old AC units (1.2 tr to 1.8 tr) more than 5 years old	06	Nos	To be quoted on MSTC	

The amount/rates quoted above should be inclusive of loading/unloading charges, transit cost, statutory taxes etc.as applicable

Lowest in Total Cost of work will be declared successful bidder/contractor/tenderer.

Date:

Place:

Signature of tenderer & their seal.