



**भारतीय रिजर्व बैंक Reserve Bank of India**  
**संपदा विभाग Estate Department**  
**बैंगलूरु Bengaluru**  
**निविदा आमंत्रित करने की सूचना**

भारतीय रिजर्व बैंक, बैंगलूरु ने भारतीय रिजर्व बैंक के मुख्य कार्यालया भवन, बैंगलूरु में भारतीय रिजर्व बैंक के अधिकारियों के कार्टरों कनिंघम रोड, कनिंघम क्रिसेंट, कोरमंगला, ओसबोर्न रोड, आरपीसी लेआउट, में विभिन्न फ्लैटों की सर्विसिंग के लिए में स्थापित चिमनियों की सर्विसिंग के लिए गैर-व्यापक वार्षिक रखरखाव अनुबंध (एएमसी) के लिए पात्र सूचीबद्ध विक्रेताओं से एमएसटीसी वेबसाइट के माध्यम से ई-निविदा आमंत्रित की है। विस्तृत निविदा सूचना के साथ ई-निविदा एमएसटीसी की वेबसाइट <https://www.mstcecommerce.com/eprocn> और आरबीआई की वेबसाइट पर <https://www.rbi.org.in> मेनू "निविदाओं" के तहत उपलब्ध है।

2. सभी सूचीबद्ध बोलीदाताओं को ई-टेंडरिंग प्रक्रिया में भाग लेने के लिए एमएसटीसी वेबसाइट के साथ खुद को पंजीकृत करना होगा।

3. कार्य की अनुमानित लागत **₹9,43,622/-** (मात्र नौ लाख तैंतालीस हजार छह सौ बाईस रुपये) है, हालांकि वास्तविक राशि भिन्न हो सकती है।

4. ई-टेंडरिंग प्रक्रिया का कार्यक्रम इस प्रकार है:

अ.	ई-निविदा सं.	RBI/Bangalore Regional Office/Estate/60/25-26/ET/975
आ.	निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली के माध्यम से <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> )
ई.	वह तिथि जिससे पार्टियों को डाउनलोड करने के लिए निविदा दस्तावेज उपलब्ध है	10 फरवरी, 2026; दोपहर 12.00 बजे से
ई.	बोली की तारीख शुरू करें	10 फरवरी, 2026; दोपहर 12.00 बजे से
उ.	प्री-बिड मीटिंग	17 फरवरी, 2026; सुबह 11.00 बजे
ऊ.	निविदा जमा करने की अंतिम तिथि	24 फरवरी, 2026; सुबह 10.00 बजे तक
ऋ.	निविदा के भाग I (तकनीकी बोली) के खुलने की तिथि	24 फरवरी, 2026; सुबह 11:00 बजे

5. भाग-II अर्थात मूल्य बोली उसी दिन या बाद की तारीख में खोली जाएगी जैसा कि बैंक द्वारा सूचित किया गया है, केवल उन ठेकेदारों/बोलीदाताओं के संबंध में जो भाग-I में निर्धारित सभी मानदंडों को पूरा करते हैं। बैंक किसी भी या सभी ई-निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है, बिना कोई कारण बताए।

**नोट:** सभी निविदाकर्ता कृपया ध्यान दें कि ई-निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि भविष्य में जारी किया जाता है, तो केवल आरबीआई और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

महाप्रबंधक प्रभारी अधिकारी  
भारतीय रिजर्व बैंक  
बैंगलूरु



**Reserve Bank of India  
Estate Department  
Bengaluru**

**Non-comprehensive Annual Maintenance Contract (AMC) for Servicing of Chimneys installed at RBI MOB, Kitchen of Various flats in Reserve Bank of India Officers' Quarters at Cunningham Road, Cunningham Crescent, Koramangala, Osborne Road, RPC layout, Bengaluru**

**Name of Tenderer:** \_\_\_\_\_

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

	<b>Activity</b>	<b>Date</b>
1	Date of availability of Tender in RBI Website and MSTC Portal	February 10, 2026; 12:00 PM onwards
2	Due date for submission of Tender	February 24, 2026 till 10:00 AM
3	Date of opening of Tender	February 24, 2026 at 11:00 AM
4	Venue	Reserve Bank of India Estate Department, Nrupathunga Road Bengaluru

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## Contents

SCHEDULE OF TENDER (SOT).....	3
Section I – Commercial Terms and Conditions: Form of Tender .....	4
Section II Articles of Agreement .....	6
Section III - General Instructions and Special Condition .....	10
Section IV - Safety Code GENERAL SAFETY.....	13
FIRE SAFETY .....	14
Section V - The Conditions Herein before Referred To.....	15
Annexure- A: Complaint Escalation Matrix.....	31
Annexure – B: Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India .....	32
Annexure-C: Proforma for Indemnifying the Employer against Contract labour Rules/regulations...	33
Annexure-D: Proforma for Indemnifying the Employer against Patent Rights .....	34
Annexure-E: Undertaking regarding declaration of debarment by public institution(s) .....	35
Part -II (Price bid) .....	36

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

Regional Director, Reserve Bank of India, Bengaluru invites e-Tender through MSTC for Annual Maintenance Contract (AMC) for Servicing of Chimneys installed at RBI MOB, Kitchen of Various flats in Reserve Bank of India Officers' Quarters at Cunningham Road, Cunningham Crescent, Koramangala, Osborne Road, RPC layout, Bengaluru. The e-Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprocn> and the website of the RBI at <https://www.rbi.org.in> under the menu "Tenders".

2. All empaneled bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.
3. The estimated cost of the work is **₹9,43,622/-**, however the actual amount may vary.
4. The schedule for the e-Tendering process is as under:

A	E-Tender No.	<b>RBI/Bangalore Regional Office/Estate/60/25-26/ET/975</b>
B	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> )
C	Date of NIT available to parties to download	February 10, 2026; 12.00 PM onwards
D	Earnest Money Deposit	Nil
E	Start Bid Date	February 10, 2026; 12.00 PM onwards
F	Date of Pre-Bid Meeting	February 17, 2026 at 11.00 AM
G	Last Date for submission of the tender	February 24, 2026 till 10.00 AM
H	Date of opening of tender Part-I	February 24, 2026 till 11.00 AM

5. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

**Note:** All the tenderers may please note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

General Manager (O-i-C)  
Bengaluru

## Section I – Commercial Terms and Conditions: Form of Tender

Place:  
Date:

To  
Regional Director,  
Reserve Bank of India,  
Estate Department  
Bengaluru.

Sir,

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

### MEMORANDUM

(a)	Description of works	Maintenance Contract for servicing of various makes of domestic Chimneys installed in the Kitchens of Bank's MOB colonies at (Cunningham Road, Cunningham Crescent, Koramangala, Osborne Road and RPC layout) as per the manufacturer recommendations/procedures and as per the scope of work and terms and conditions indicated in the tender.
(b)	Estimated cost	₹9,43,622/-
(c)	Earnest Money	Nil
(d)	Retention money	5%

2. Should this quotation be accepted, we hereby agree to abide by and fulfil the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. Should this quotation be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
5. The Tender is submitted in two parts in separate sealed envelopes. 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 \_\_\_\_\_

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 Articles of Agreement

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_  
between the Reserve Bank of India, (hereafter called "The Bank") of the one part and

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

WHEREAS The Bank is desirous of getting the work for Non-comprehensive **Annual Maintenance Contract (AMC) for Servicing of Chimneys installed at RBI MOB, Kitchen of Various flats in Reserve Bank of India Officers' Quarters at Cunningham Road, Cunningham Crescent, Koramangala, Osborne Road, RPC layout, Bengaluru** and has caused specifications describing the works to be done.

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

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

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

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.

2.1 The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

2.2 The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

2.3 The said Conditions 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.

2.4 Tender duly filled by the contractor shall form the part of this agreement

2.5 This Contract is deemed to be Item rate Contract for all items of work as described in detail in the bill of quantities and specifications in the Tender.

Work order No. \_\_\_\_\_ dated \_\_\_\_\_ shall form the part of this agreement

2.6 The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings 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.

2.7 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

2.8 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Bengaluru.

2.11 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in \_\_\_\_\_ and only courts in \_\_\_\_\_ shall have jurisdiction to determine the same.

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

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

**2.14 Sexual harassment Clause:** Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank

**2.15 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, 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.

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

SIGNED AND DELIVERED by Reserve Bank of India, \_\_\_\_\_

(Name and Designation) \_\_\_\_\_  
In the presence of - Witnesses –

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address

If the party is a  
partnership firm or  
individual

SIGNED AND DELIVERED BY

In the presence of – Witness -

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

THE COMMON SEAL OF

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

In the presence of - Witness –

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contractor

Directors who have signed these signs under common

presents in token thereof in the seal, the signature presence of -

clause should tally

with the sealing

1.

clause in the articles

of association.

2. \_\_\_\_\_

If the Contract is

SIGNED AND DELIVERED BY - signed by the  
the Contractor by the hand of

hand

of power of

attorney,

whether a company

or

an individual.

Shri \_\_\_\_\_

W

and duly constituted attorney.

Note: Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

### **Section III - General Instructions and Special Condition**

#### **Commercial conditions**

E-tenders are invited from the Reserve Bank of India enlisted electrical contractor for the work- **Non-comprehensive Annual Maintenance Contract (AMC) for Servicing of Chimneys installed at RBI MOB, Kitchen of Various flats in Reserve Bank of India Officers' Quarters at Cunningham Road, Cunningham Crescent, Koramangala, Osborne Road, RPC layout, Bengaluru**

1. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason, therefore.
2. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately.
3. They are also requested to use the enclosed proforma only (and not to use their own format).
4. The tenders shall be valid for a period of 90 days from the date of **opening of the tender**.
5. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

#### **6. Brief Scope of Work**

- a. All types/makes/models of chimneys shall be taken up general servicing/ Deep cleaning/attending to break down complaints as per the manufacturer recommendations/procedures and as per the scope of work and terms and conditions in consultation with the Bank's Assistant. Caretaker and Engineers.
- a. **Contract Period:** One Year (The contractor should quote the rates for one year, to bring the AMC in line with banks financial year, the work order will be issued to successful bidder up to March 2027 and later based on the satisfactory performance of the contract, the contract will be renewed)
- b. **General servicing** – 3 times (During the month of April, July & October).
- c. **Deep Cleaning** – 1 time (During the month of January)
- d. Any **number of break down calls** shall be attended **within 24 hours** from the registration of the complaint over phone, by email or letter etc. failing which **penalty will be deducted @100/- per day subject to maximum 25% of the contract value**.

- e. During the checking/testing and periodical servicing of the chimneys, if any **part found defective and required to be replaced** should be brought to the notice to the Bank's Assistant. Caretaker/Engineers immediately. After receiving approval of the Bank, the **required spare parts shall be procured and replaced immediately. Charges for the spares will be paid separately on production of documentary evidence (bills/receipts) at reasonable rates. Further, Bank has full rights to supply the spares procured from OEM.**
- f. All consumables, cleaning items, tools, ladders etc. are in the scope of the contract.
- g. The contract will be for a period of one year. The Bank may cancel the contract after giving a notice of one month to the Contractor. If the Contractor wants to cancel the contract, he will have to give a notice of two months to the Bank in advance. The contract can be renewed subject to the satisfactory service rendered by the Contractor and on mutually agreed conditions by both the parties. The renewable of the contract cost will be on annually basis increase in AMC price during renewal will be based on maximum permissible limit calculated on basis of prevailing CPI/WPI rates by Bank and the decision of the bank in this regard will be final.

## **7. Terms of Payment**

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

a. Payment shall be made on **half yearly basis** on rendering satisfactory services along with submission of service reports.

8. The contractors shall submit all technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender.

9. 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 hereof. But if 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

Signature of the contractor \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal of the firm \_\_\_\_\_

#### **Section IV - Safety Code GENERAL SAFETY**

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not 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 labour 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 the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a Building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or 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 form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

SIGNATURE AND SEAL OF THE CONTRACTOR

DATE:

Place:

## **FIRE SAFETY**

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

**SIGNATURE AND SEAL OF THE CONTRACTOR**

PLACE:

DATE:

## **Section V - The Conditions Herein before Referred To**

**5.1** 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.

**5.2 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.

1. 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.
2. 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.

**5.3 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 byelaws 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 byelaws 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.

**5.4 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 position 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.

**5.5 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.

**5.6 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.

**5.7 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.

**5.8 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.

**5.9 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 Asst.Manager(Tech)/Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at 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.

**5.10 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 underlet 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.

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.

**5.11 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.

**5.12 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.

**5.13 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 require.

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

**5.14 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.
  - (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.

#### **5.15 Unfixed materials when taken into account 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.

**5.16 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.

**5.17 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 within twelve months 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.

**5.18 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.

**5.19 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.

**5.20 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.

**5.21 Insurance in respect of damage to person and property:** The Contractor shall be reasonable 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 or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the Building and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor ( the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

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

5.21.3 The Contractor shall be responsible for any liability which may be excluded from the

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

5.21.4 The contractor, in case of re-Building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

5.21.5 Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of

insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub- contractor to commence work at site unless said insurance policies are submitted. In the event of failure of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

5.21.6 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. Workmen compensation policy.
2. Third party liability policy with the limit as under: Rs.10,00,000/- per annum Rs.2,00,000/- per occurrence

**5.22 Insurance:** The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insure until the virtual completion of works, against loss or damage by fire with an office in the joint names of the 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.

**5.23 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.

**5.24 Damages for non-completion:** If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 27 & 20 hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract."

**5.25 Delay and Extension of Time:** If in the opinion of the Employer, the works be delayed

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

in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorized extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

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

**5.26 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.

**5.27 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 fulfil 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 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
- (ii) 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

- (iii) 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
- (iv) 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.

**5.27.2** 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.

**5.28 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.

**5.29 Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by instalments under interim Certificate to be issued by the Bank's Engineer on account of the works

executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, 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 "instalment after Virtual Completion". 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.

**5.30      Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring 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.

5.30.1 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).

**5.31      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.

**5.31.2**      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.

**5.31.3** 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.

**5.31.4** 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.

**5.31.5** 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.

#### **5.32 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.

#### **5.33 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.

#### **5.34 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.

### **5.35 Return of surplus materials**

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 his by reason of such breach.

### **5.36 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.

### **5.37 The Sexual Harassment of women at workplace:**

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013.

1. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
2. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
3. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
4. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

**NON-DISCLOSURE and Indemnity Clause during the execution of work, DLP** The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/system/equipment etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent

of the Employer.

**5.38.2** 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.

**5.38.3** The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

Place:

Date:

Seal and Signature of Tenderer

**Annexure- A: Complaint Escalation Matrix**

<b>Sl.no</b>	<b>Support Level</b>	<b>Name</b>	<b>Phone no.</b>	<b>E-mail ID</b>
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

**Signature & Seal of the firm**

**Annexure – B: Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India**

To,  
The Regional Director  
Reserve Bank of India  
Estate Department  
Bengaluru - 560001.

Sir,

**Subject: Undertaking Letter of M/s \_\_\_\_\_ for participation in the bid for above mentioned work**

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that ..... (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

*(Strikeout whichever of the above is not applicable).*

3. I /We hereby certify that ..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we ..... (Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

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

Signature and name of the authorized signatory of the firm

Date:

**Annexure-C: Proforma for Indemnifying the Employer against Contract labour Rules/regulations**  
(On Non-Judicial Stamp Paper of appropriate value)

To

The Regional Director  
Estate Department  
Reserve Bank of India

Dear Sir/Madam

..... (*name of work*)

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

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

Yours faithfully,

For \_\_\_\_\_

-

**Authorised signatory**

**Annexure-D: Proforma for Indemnifying the Employer against Patent Rights**  
(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director  
Estate Department  
Reserve Bank of India

.....

Dear Sir/Madam

.....(Name of work)

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

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

Yours faithfully,

For \_\_\_\_\_

-

**Authorised signatory**

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

**Annexure-E: Undertaking regarding declaration of debarment by public institution(s)**  
(To be submitted by the tenderer on their letterhead)

**Name of Work:** .....

1. I/We ..... (Name of the bidder) declares that
  - a) I/we or any of our allied firm\* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on .....(last date of submission of bid).
  - b) I/ We or any of our allied firm\* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on .....(last date of submission of bid).
  - c) we will inform the Bank in writing, in case, I/we or any of our allied firm\* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We .....(Name of the bidder) declare that I/we or our allied firm\* .....(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by .....(Name and address of public institution in India or any other country) and the same effective upto .....(date). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date

Place

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

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



**Reserve Bank of India**  
**Estate Department**  
**Bangalore**

**Non-comprehensive Annual Maintenance Contract (AMC) for Servicing of Chimneys installed at  
RBI MOB, Kitchen of Various flats in Reserve Bank of India Officers' Quarters at Cunningham  
Road, Cunningham Crescent, Koramangala, Osborne Road, RPC layout, Bengaluru**

**Part -II (Price bid)**

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

	<b>Activity</b>	<b>Date</b>
1	Date of availability of Tender in RBI Website and MSTC Portal	February 10, 2026;12:00 PM onwards
2	Due date for submission of Tender	February 24, 2026 till 10:00 AM
3	Date of opening of Tender	February 24, 2026 at 11:00 AM
4	Venue	Reserve Bank of India Estate Department, Nrupathunga Road Bengaluru

### Schedule of Quantities (Price bid)

Sl. No	Description	Qty	Rate per Qty per Annum	Amount per Annum
1	Maintenance Contract for servicing of various makes of domestic Chimneys installed in the Kitchens of Bank's MOB colonies at (Cunningham Road, Cunningham Crescent, Koramangala, Osborne Road and RPC layout) as per the manufacturer recommendations/procedures and as per the scope of work and terms and conditions indicated in the tender.	240 Nos		
	Total			
	GST @18%			
	Grand Total			