



**भारतीय रिज़र्व बैंक/Reserve Bank of India
संपदा विभाग/Estate Department
जम्मू/Jammu**

**भारतीय रिज़र्व बैंक, जम्मू के मुख्य कार्यालय भवन और त्रिकुटा नगर स्थित स्टाफ क्वार्टर्स में
विंडो/स्प्लिट टाइप एयर-कंडीशनिंग (एसी) यूनिट्स की एसआईटीसी
SITC of the Window/Split Type Air-conditioning (AC) units at RBI Main Office
Building & RBI Staff quarters, Trikuta Nagar, Jammu**

भाग/Part I

तकनीकी वाणिज्यिक बोली/Techno-Commercial Bid

बोलीदाता का नाम/Name of Bidder:.....

पता/Address:.....

टेलीफोन नंबर/Telephone no:.....

ईमेल पता/Email Address:.....

बोली/निविदा प्रस्तुत करने की अंतिम तारीख और समय:
Last Date and time of submission of bid/tender:

नोट: भाग I की स्कैन और हस्ताक्षरित प्रति को एमएसटीसी वेबसाइट पर संबंधित निविदा में अपलोड करनी होगी। भाग II सीधे एमएसटीसी को प्रस्तुत करें।

Note: Scanned and Signed copy of Part I need to be upload on MSTC website at relevant tender. Part II directly submit at MSTC.

निविदा फॉर्म/Form of Tender

क्षेत्रीय निदेशक

The Regional Director,

भारतीय रिज़र्व बैंक/Reserve Bank of India,

जम्मू/Jammu

एतद्वारा ज्ञापन में निर्दिष्ट कार्यों से संबंधित विवरणों, ड्राइंग्स, डिजाइन और तथा मात्राओं की अनुसूची की जांच और उक्त ज्ञापन में निर्धारित स्थल का दौरा करने के पश्चात एवं निविदा को प्रभावित करने वाली समस्त आवश्यक जानकारी प्राप्त करने के पश्चात हम एतद्वारा उक्त ज्ञापन में निर्दिष्ट कार्यों को उक्त ज्ञापन में निर्दिष्ट समय-सीमा के भीतर मात्राओं की संलग्न अनुसूची में उल्लिखित दरों पर और सभी मामलों में विनिर्देशों, डिजाइनों, ड्राइंग्स तथा निविदा, करारनामा, विशेष शर्तों, मात्रा अनुसूची, संविदा की शर्तों पर इसके लिए उपलब्ध करायी गई सामग्री के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहां तक वे लागू हों, के अनुसार उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव करते हैं।

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 and 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 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)	कार्य विवरण/Description of works	का :	भारतीय रिज़र्व बैंक, जम्मू के मुख्य कार्यालय भवन और त्रिकुटा नगर स्थित स्टाफ क्वार्टर्स में विंडो/स्प्लिट टाइप एयर-कंडीशनिंग (एसी) यूनिट्स की एसआईटीसी/SITC of the Window/Split Type Air-conditioning (AC) units at RBI Main Office Building & RBI Staff quarters, Trikuta Nagar, Jammu
(b)	अनुमानित लागत/Estimated cost	:	₹9.93 लाख/lakh

(c)	बयाना राशि/Earnest Money	:	सफल बोलीदाता से निविदा में निर्दिष्ट कुल अनुबंध राशि का 2% ईएमडी के रूप में लिया जाएगा। EMD @2% of the total contract amount as specified in the tender will be collected from successful bidder.
(d)	कार्य पूरा करने के लिए अनुमत समय/Time allowed for completion of the work.	:	कार्य आरंभ करने के लिखित आदेश की तिथि से चौदहवें दिन से 45 दिन 45 days from the fourteenth day of issuance of work order
(e)	परिसमापन हर्जाना/Liquidity Damages		खंड I पैरा 1.7 के अनुसार As per Section I Para 1.7
(f)	निष्पादन बैंक गारंटी/Performance Bank Guarantee		खंड I पैरा 1.8 के अनुसार As per Section I Para 1.8

2. यदि इस निविदा को स्वीकार की जाती है, मैं हम निविदा की सभी शर्तों का पालन करने और उन्हें/पूरा करने के लिए सहमत हूँ और उनका उल्लंघन होने पर उक्त शर्तों के अनुसार ऐसी राशि को शर्तों में निर्धारित है।

This tender is 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.

हम निविदा में निर्दिष्ट कुल अनुबंध राशि का 2% बयाना राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा करेंगे, जिस राशि पर कोई ब्याज नहीं लगेगा। यदि हम अनुबंध को निष्पादित करने में विफल रहते हैं, तो हम इस बात से सहमत हैं कि यह राशि हमारे द्वारा भारतीय रिज़र्व बैंक को जब्त कर ली जाएगी।
We have deposited an EMD of 2% of the total contract amount as specified in the tender as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

हस्ताक्षर करने के लिए अधिकृत फर्म के भागीदार का नाम (अथवा)
Name of the partner of the firm authorized to sign (or)

अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ अटॉर्नी रखने वाले व्यक्ति का नाम (पावर ऑफ अटॉर्नी की प्रमाणित सत्य प्रति संलग्न की जानी चाहिए।)
Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

भवदीय/Yours faithfully
संविदाकार के हस्ताक्षर/Signature of
Contractor

भारतीय रिज़र्व बैंक/Reserve Bank of India (RBI)	
संपदा विभाग/Estate Department	
जम्मू/Jammu	
ई-निविदा/E-Tender: भाग/Part I / तकनीकी वाणिज्यिकी बोली/Techno-commercial bid	
<u>खंड/Section I : वाणिज्यिक शर्तें/Commercial Conditions</u>	
1.1.1	कार्य का नाम/Name of work: RBI Jammu invites tender of "SITC of the Window/Split Type Air-conditioning (AC) units at RBI Main Office Building & RBI Staff quarters, Trikuta Nagar, Jammu" in two Parts from eligible bidders. It is E-tender and service provider is MSTC. Refer Annexure I before proceeding further.
1.1.2	कार्य की अनुमानित लागत/Estimated cost of work: Rs.9.93 lakh
1.1.3	Earnest Money Deposit: Successful tenderer / bidder is required to submit the EMD Amount of 2% of the total contract amount i.e. (₹19,900/-) as specified in the tender through NEFT (as per the below mentioned details) In favor of Reserve Bank of India, Jammu in the Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero). {Intimate/ forward the transaction details to estate@rbi.org.in }. EMD should be interest free and shall be returned after submission of the PBG as per clause 1.8.
1.1.4	Time for completion of work: 45 days from 14th day of issuance of work order
1.1.5	Date of start of tender: June 04, 2025 after 16:00 hrs.
1.1.6	Pre-bid meeting: June 11, 2025 at 11:00 AM
1.1.7	Last date and time of submission of tender: June 25, 2025 up to 14:00 hrs.
1.1.8	Date and time of opening of Part I of tender: June 25, 2025 at 15:00 hrs.
1.1.9	Date and time of opening of Part II of the tender: Part II will be opened on the same day if there will be no deviation submitted by the bidder. Otherwise, the Part II will be opened on the other date which will be communicated to bidders through email.
1.1.10	पात्रता मानदंड/Eligibility Criteria: Empaneled contractor of RBI (The Bank) JAMMU office in electrical trade of more than Rs 5 Lakh.
1.1	निविदा प्रक्रिया/Tendering Process: The tender documents shall have been submitted on MSTC website only. All corrigendum, addendum and further communication shall be uploaded on MSTC and RBI website only. The tenders for the above work in two parts i.e. Part I contains technical specifications & terms and conditions. Part II contains only rates of items. Tender shall be submitted on MSTC website (refer Annexure I). Scan and Signed copy of Part I will be uploaded on MSTC website and rates of Part II will be directly submitted at MSTC website
1.2	भाग/Part II (Financial bid): Part I will be opened the date and time mentioned above. No deviation will be accepted in Part I of tender. If firm put deviation in the tender. Their tender will be outrightly rejected. Part II of such tender will not be opened. The lowest quoted amount in the Part II will be declared L1 bidder/successful bidder and tender will be awarded to them. The Bank discourages the stipulation of any additional conditions by the tenderer. However, after the opening of Part I any clarification/conditions etc. if any, will be examined and after discussions with all the tenderers, the conditions that are accepted to the Bank will be intimated to the tenderers. All the tenderers can quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the tenderers have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the

	tenderer's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to Estate Department, subsequently and advised to the tenderers. This letter together with the already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised.
1.3	The rates quoted in Part II of the tender shall be firm and shall include charges of GST, levies, consumables, labour, transport, insurance, removing of debris from the site etc. Bidders are advised to inspect the site before quoting. This is an item rate tender and all items are to be executed as directed by Technical officer deputed in the Bank.
1.4	<p><u>EMD shall be forfeited if the Bidder:</u></p> <ul style="list-style-type: none"> (i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or (ii) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract. (iii) has been blacklisted by any Government agency and the blacklisting is still in force. (iv) If bidder fails to complete the work.
1.5	<u>निविदा की वैधता/Validity of tender:</u> The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of tender.
1.6	<p><u>Signing of Contract Agreement</u></p> <p>The successful bidder shall be bound to implement the Contract within 14 days from the date of work order. The cost of the necessary stamp paper (₹ 100) for execution of the agreement shall be borne by the Bidder. The format of agreement is attached at annexure-II.</p>
1.7	<u>Time Period:</u> Entire work shall be completed as indicated above, failing which liquidated damages at the rate of 0.25% of the contract value per week to a maximum of 10% of the contract value will be recovered for delay beyond the contractual period of completion. The work is allowed to be carried out during office hours (9:30 AM to 5:30 PM). The successful bidder is required to make entry passes before the start of work for their workers. Special permission is required for working on holidays/late hours apart from regular entry pass. Any exception in delay while calculating of LD on account of pass issue/gate pass will not be considered.
1.8	<u>Performance Bank Guarantee: NA</u>
1.9	<p><u>Extension of time: (before expiry of original date of completion)</u></p> <p>If the L1 bidders desire any extension of time for completion of work on grounds of their having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrance. Such application shall contain complete details of hindrances, which hindered the contractors in the execution of the work and reference to record of entry in the Hindrance Register. The Bank will grant the extension of time, without prejudice to Bank's right to recover liquidated damages or compensation under relevant contract clause. The hindrance due to the Bank will not be the part of calculation of liquidated damages.</p>
1.10	<u>Safety and statutory measures:</u> The bidder shall take all safety measure during the execution of the work. The Bank will not accept any liability for any mishap / accident caused while working. The bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of

	the Payment of Wages Act,1936 Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act,1970, Payment of Bonus Act 1965 amended till date or any other labour law/statute in force in this regard.
1.11	<u>Cleanliness:</u> All debris shall be disposed of by the bidder as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.
1.12	<u>Security Deposit:</u> Security deposit of 5% of contract amount (including GST, interest free) will be deducted from the bill and same will be returned after completion of one year of defect liability period (DLP). All defects will be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit amount.
1.13	<u>Termination for Default:</u> (a) The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Bidder and upon the Bidder's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part: (i) If the Bidder fails to deliver any or all of the items/works within the time period(s) specified in the Contract; or (ii) If the Bidder fails to fulfil any other obligation(s) under the Contract. (b) On termination of the Contract for default, the EMD of the Bidder will be forfeited. (c) On termination of the Contract for default, action will be taken to blacklist the Bidder. (d) Bank has right to go in court of law if such case is arrived.
1.14	<u>Insurance:</u> The bidder shall obtain and maintain insurance policies in respect of during the execution of the work: a) work man compensation for working men b) Third party liability (Rs.1 lakh per accident maximum for 3 period) c) Contractor's all risk policies for contract value The vendor(s) need to extend the period of validity of all type of insurance up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of all type of insurance for such extended period.
1.15	<u>Payment Condition:</u> (a) 95% of contract amount will be paid after completion of the work in all respects and submission of the bill. No payment shall be made only for delivery of material at site. (b) 05% of contract amount shall be withheld as security deposit (including GST, interest free) valid for one year of defect liability period (DLP) from bill. All defects have to be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit. DLP period shall start from date of commissioning of the individual AC unit. However, the security deposit shall be released after 1 year from date of payment of the bill. (c) All bill is liable to deduct TDS, TDS under CGST, TDS on SGST and TDS on IGST as per prevailing rate of Government of India. (d) Bill will be paid within 45 days from the date of submission of correct bill to the Bank.
1.16	Quantity of tender item is indicative which may increase and decrease during execution of the contract in the range of plus minus 25%.

1.17	The Bank reserves the right to reject any or all the tenders before award the contract.
1.18	Extra Item: If the quantity of any of the tender items increases 25% beyond the tender item quantity, such items shall be treated as Extra items and the rates of these shall be prepared on the basis of market rate analysis.
Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

खंड/Section II
सामान्य शर्तें/General Conditions

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" SITC of the Split type Air-conditioning (AC) units at RBI Main Office Building Jammu

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 duplicate and the Employer, and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Layout 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 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 position's 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 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 require.

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 the 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) 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.

18. 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.

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 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 person 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 certificate(s).
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 Regional Director 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 or 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.

25. **Insurance:** The contractor shall, within 14 days from the date of commencement of the works, insure the works (as detailed above) at his cost and keep them insured until the virtual completion of reworks, **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 fourteen days of award 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 be 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 defined in "Appendix herein before referred to" the contract at the 0.25 percent per week of work value 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.
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 for three months under the order of the Architect or the Employer or by any injunction or other order of any court of to 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 the Appendix as 'Value of work for Interim Certificate' 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 relive 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.
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 the completion and whether before or after the determination abandonment or breach of the contract)

shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in 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 venue of arbitration shall be Jammu, India.

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 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.

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.

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.

38. Abandonment of works: If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires 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 other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

39. Return of surplus materials: Notwithstanding anything 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 be 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.

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.

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 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. Minimum wages to the workmen: The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

43. Labour License: The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

44. Sexual Harassment of women at work place

- 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.

45. Provision of Rule 144 (xi) of the GFR 2017: Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure – 'VI'.

If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

46. Debarment of firms from Bidding: A bidder is liable for debarment / disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract.
 - i. failed to disclose conflict of interest.

j. failed to disclose any previous transgressions made in respect of the provisions of sub clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

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

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

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

Place:

Signature of Tenderer

Date:

Name

Designation

Name & seal of the firm

Section-III (Scope of the work)

1	<u>Name of work:</u> SITC of the Window/Split Type Air-conditioning (AC) units at RBI Main Office Building & RBI Staff quarters, Trikuta Nagar, Jammu
2	<u>Scope of work:</u> The work shall include dismantling of the existing AC unit and shifting of the same to designated area or removing it out of office under buyback. Installation of the new AC unit 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/armored 2.5 sq.mm 3/4 core copper cable, floor/wall mounter powder coated stand, hardware, 3 pin metal clad top/3 pin top as required or any other hardware, hard/soft PVC drain line with elbows and bend to nearest drain point as per direction of Bank's engineer. The civil work like cutting of the false ceiling, repairing shall be done by the Bank. The firm shall ensure the safety of the person working at height, shall work with proper safety equipment/ body harness as and when required.
Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

SAFETY CODE

- 1 There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool.
- 2 An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3 Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5 The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6 Every opening in the floor of building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8 Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9 Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10 (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is 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 periods of cessation of work.
- 12 Hoisting machines and tackle used in the works, 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.

Technical Specification (To be furnished by the firm on their letter head)

1	1.5 TR Inverter type Split AC – Hot and Cold type (5-star rating as per latest BEE standard)	
	Make	
	Capacity in TR	
	Material of condenser 100% copper	Yes/No
	BEE Star Rating and Year	
	ISEER	
	Model NO/Generic Name	
	Eco friendly Refrigerant	Yes/No
	Max Operating Ambient Temp Range (48° C)	Yes/No
2	1.8 TR / 2.0 TR Inverter type Split AC –Cold Only (5-star rating as per latest BEE standard)	
	Make	
	Capacity in TR	
	Material of condenser 100% copper	Yes/No
	BEE Star Rating and Year	
	ISEER	
	Model NO/Generic Name	
	Eco friendly Refrigerant	Yes/No
	Max Operating Ambient Temp Range (48° C)	Yes/No
3	1.5 TR Inverter type Split AC - Cold Only (5-star rating as per latest BEE standard)	
	Make	
	Capacity in TR	
	Material of condenser 100% copper	Yes/No
	BEE Star Rating and Year	
	ISEER	
	Model NO/Generic Name	
	Eco friendly Refrigerant	Yes/No
	Max Operating Ambient Temp Range (48° C)	Yes/No
4	1.5 TR Inverter type Window AC - Cold Only (5-star rating as per latest BEE standard)	
	Make	
	Capacity in TR	

	Material of condenser 100% copper	Yes/No
	BEE Star Rating and Year	
	ISEER	
	Model NO/Generic Name	
	Eco friendly Refrigerant	Yes/No
	Max Operating Ambient Temp Range (48° C)	Yes/No

Approved make: Daikin / O-General / Mitsubishi / Hitachi / Carrier / Haier/ LG / Lloyd / Midea / Samsung / Trane/ Voltas/Blue Star

All intended tenderers are advised to upload the detailed brochure /technical data sheet of the AC unit offered above to avoid any disqualification.

Date:
Place

Signature of tenderer with seal

Section-IV (Un-priced financial- bid/ Part-II)

SITC of the Window/Split Type Air-conditioning (AC) units at RBI Main Office
Building & RBI Staff quarters, Trikuta Nagar, Jammu

Sr. no.	Description	Qty.	Unit	Rate/ Unit (in Rs.)	Amount (in Rs.)
1	SITC of high efficiency, Minimum 5-star rating (as per latest BEE standard) 1.5 TR Inverter type Split Air Conditioner unit (Hot & Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp Range 48°C and more. ISEER rating =>5. The rate shall be inclusive of the loading, unloading, transportation etc. any other necessary accessories including copper pipe up to 10 feet as required complete in all respect as directed by the Bank.	2	Nos.	To be quoted in Part II	To be quoted in Part II
2	SITC of high efficiency, Minimum 5-star rating (as per latest BEE standard) 1.8 TR / 2.0 TR Inverter type Split Air Conditioner unit (Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp Range 48°C and more. ISEER rating =>5. The rate shall be inclusive of the loading, unloading, transportation etc. any other necessary accessories including copper pipe up to 10 feet complete in all respect as required as directed by the Bank.	2	Nos.	To be quoted in Part II	To be quoted in Part II
3	SITC of high efficiency, Minimum 5-star rating (as per latest BEE standard) 1.5 TR Inverter type Split Air Conditioner unit (Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp Range 48°C and more. ISEER rating =>5. The rate shall be inclusive of the loading, unloading, transportation etc. any other necessary accessories including copper pipe up to 10 feet complete in all respect as required as directed by the Bank.	8	Nos.	To be quoted in Part II	To be quoted in Part II

4	SITC of high efficiency, Minimum 5-star rating (as per latest BEE standard) 1.5 TR Inverter type window Air Conditioner unit (Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp Range 48°C and more. ISEER rating =>5. The rate shall be inclusive of the loading, unloading, transportation etc. any other necessary accessories including copper pipe up to 10 feet complete in all respect as required as directed by the Bank.	5	Nos	To be quoted in Part II	To be quoted in Part II
5	Supply, Installation, Testing and Commissioning (SITC) of the copper piping (Suction & Delivery) of suitable size including necessary hardware, insulation i.e. cable, labour, accessories as required conceal/surface as per site condition for above AC unit complete in all respect as directed by the Bank.	45	RM	To be quoted in Part II	To be quoted in Part II
6	SITC of suitable size hard CPVC drainpipe along with hardware/bends/elbow/Joints / accessories and connecting the drain line till ground/nearest water collection point conceal/surface as per site condition. As directed by the Banks engineer. Pipe inside room should be covered with nitrile insulation.	50	RM	To be quoted in Part II	To be quoted in Part II
Total (A)					
B	Dismantling and taking away old split/window/Tower ACs unit of various capacity under buyback including dismantling and removing of old AC unit as directed by the Bank, including cable, copper pipe.	19	Nos.	To be quoted in Part II	To be quoted in Part II

Note- L1 shall be calculated as Total (A) - buyback amount (B)

Date:

Signature of tenderer with stamp

Place:

Annexure I

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of e-tender:</p> <p>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 Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Jammu is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprocn/</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/govt.depts. → RBI Jammu → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e-tender).</p> <p>MSTC Central Helpdesk Numbers- 033-23400020/23400021/23400022</p> <p>Email id- helpdesk@mstcindia.co.in</p> <p>Contact person (MSTC):</p> <table border="0"> <tr> <td>Mr. Nitin Anand</td><td>Shri Pankaj Kumar</td></tr> <tr> <td>Manager (NRO)</td><td>Assistant Manager (NRO)</td></tr> <tr> <td>Mobile no: 9769760074</td><td>Mobile no- 7229068247</td></tr> <tr> <td>Email: bmcdgmstc@mstcindia.co.in</td><td>Email- pankajkumar@mstcindia.co.in</td></tr> </table> <p>Contact person (RBI Jammu):</p> <p>i) Shri Ankit Gupta, Manager, Estate Dept., E-mail ID: ankitgupta@rbi.org.in, Mob: 9086081210, Phone No.: 0191-2472481.</p> <p>B) System Requirement:</p> <ol style="list-style-type: none"> Windows XP-SP3 & above/Windows 7 Operating System IE-7 and above Internet browser. Signing type digital signature JRE 8 (x86 Offline) and above software to be downloaded and installed in the system. 	Mr. Nitin Anand	Shri Pankaj Kumar	Manager (NRO)	Assistant Manager (NRO)	Mobile no: 9769760074	Mobile no- 7229068247	Email: bmcdgmstc@mstcindia.co.in	Email- pankajkumar@mstcindia.co.in
Mr. Nitin Anand	Shri Pankaj Kumar								
Manager (NRO)	Assistant Manager (NRO)								
Mobile no: 9769760074	Mobile no- 7229068247								
Email: bmcdgmstc@mstcindia.co.in	Email- pankajkumar@mstcindia.co.in								

	<p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at https://www.mstcecommerce.com/eproc/n/</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee: Payment of Transaction fee is online on MSTC site. After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD (if any) through separate NEFT/Mobile banking in advance to the Reserve Bank of India Jammu.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be</p>

	downloaded by RBI Jammu and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website https://www.mstcecommerce.com/eprocn/ of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p>Bidding in e-tender</p> <p>a) Bidder(s) need to submit necessary EMD (if any), Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAMMU.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments → RBI Jammu Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p>

	<p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <ul style="list-style-type: none"> f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR. j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. k) 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. l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://www.mstcecommerce.com/eprocn/
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD (if any) of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

करारनामा के लिए फॉर्मेट (सफल बोलीदाताओं के लिए)/ **FORMAT FOR ARTICLES OF AGREEMENT (for successful bidder)**
(₹100 के स्टॉप पेपर पर/On the Rs.100/- stamp paper)

यह करारनामा _____ माह के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, जम्मू जिसका केंद्रीय कार्यालय मुंबई में स्थित है (जिसे इसके बाद "नियोक्ता" कहा गया है) और द्वितीय पक्ष _____ (जिसे इसके बाद "संविदाकार" कहा गया है) के बीच निष्पादित किया गया है।

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

यह कि बैंक _____ कराने का इच्छुक है और किए जाने वाले कार्यों को दर्शाने वाला विनिर्देश तैयार किए हैं।

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

और यह कि उक्त विनिर्देशों, मात्राओं की अनुसूची और ड्राइंग्स पर इसके पक्षकारों द्वारा या उनकी 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 यह कि संविदाकार यहाँ आगे निर्धारित शर्तों और अनुबंध की विशेष शर्तों में निर्धारित शर्तों और मात्रा-अनुसूची की शर्तों (जिन सबको इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा गया है) पर उक्त ड्राइंग्स में प्रदर्शित और/या उक्त विनिर्देश में वर्णित और मात्रा-अनुसूची में शामिल कार्यों को निर्धारित संबंधित दरों पर निकली कुल राशि अथवा अन्य ऐसी राशि जो उसके तहत देय होगी (जिसे इसके बाद "उक्त संविदा राशि" कहा गया है), पर निष्पादित करने को सहमत हैं।

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	संविदाकार उक्त शर्तों में यथानिर्धारित तरीके और समय पर भुगतान की जाने वाली संविदा राशि के एवज़ में कथित शर्तों पर उक्त ड्राइंग्स में दिखाए गए तथा उक्त
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	<p>ड्राइंग्स में वर्णित और उक्त विनिर्देशों और मात्राओं की अनुसूची में वर्णित कार्य को निष्पादित एवं पूर्ण करेगा।</p> <p>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.</p>
2	<p>बैंक संविदाकार को उक्त संविदा राशि अथवा ऐसी अन्य राशि जो उक्त शर्तों में यथावर्णित समय और तरीके से देय हो, का भुगतान करेगा।</p> <p>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.</p>
3	<p>उक्त शर्तों और उनके 'परिशिष्ट' इस संविदा का हिस्सा पढ़े और समझे जाएंगे और इस संविदा से जुड़े पक्षकार उनका पालन करेंगे और उक्त शर्तों पर प्रतिबद्ध होंगे तथा क्रमशः अपनी ओर से उक्त शर्तों पर करार का निष्पादन करेंगे।</p> <p>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.</p>
4	<p>यहां उल्लिखित योजनाएं, करार और दस्तावेज इस अनुबंध का आधार होंगे।</p> <p>The plans, agreement and documents mentioned herein shall form the basis of this Contract.</p>
5	<p>यह अनुबंध न तो एक निश्चित / एकमुश्त अनुबंध है और न ही एक पीस वर्क अनुबंध है, बल्कि "-----" पर पूरा करने के लिए एक अनुबंध है, जिसका भुगतान दरों की अनुसूची में निहित दरों पर मापी गई वास्तविक मात्रा और संभावित मात्रा या उक्त शर्तों में विहित रीति के अनुसार किया जाएगा।</p> <p>This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the "-----" 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.</p>
6	<p>संविदाकार सिविल कार्यों एवं अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित साधन का उपलब्ध कराएगा, जो कि शर्तों में निर्धारित है, और दीवारों, फर्श आदि हुए किसी भी नुकसान को कार्यों के पूरा होने के बाद ठीक करेगा।</p> <p>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.</p>

7	<p>बैंक अनुबंध अवधि के दौरान इस संविदा को पूर्वाग्रह के बिना किसी भी समय काम की किसी भी वस्तु को जोड़कर या छोड़कर, ड्राइंग तथा काम की प्रकृति को बदलने का अधिकार सुरक्षित रखता है।</p> <p>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.</p>
8	<p>समय इस अनुबंध का महत्वपूर्ण घटक होगा और संविदाकार एतद्वारा सहमत है कि वह इसके द्वारा साइट को सौंपे जाने के तुरंत बाद अथवा औपचारिक कार्यदिश मिलने के 14 दिनों से यथाविहित रीति से कार्य प्रारंभ कर देगा और संपूर्ण कार्य बैंक द्वारा दिए गए समय-विस्तार के अधीन पूर्ण कर देगा।</p> <p>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.</p>
9	<p>इस अनुबंध के अधीन बैंक द्वारा किए जाने वाले सभी भुगतान जम्मू में ही किए जाएंगे।</p> <p>All payments by The Bank under this Contract will be made only at Jammu.</p>
10	<p>इस करार से उत्पन्न अथवा इससे किसी भी तरह से संबंधित सभी विवादों के मामले में यह माना जाएगा कि वे जम्मू में उत्पन्न हुए हैं और उनके बारे में निर्णय लेने का अधिकार केवल जम्मू स्थित न्यायालयों के क्षेत्राधिकार में होगा।</p> <p>All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jammu and only Courts in Jammu shall have jurisdiction to determine the same.</p>
11	<p>यह कि इस अनुबंध के सभी भागों को निविदाकर्ता द्वारा पढ़ और समझ लिया गया है।</p> <p>That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.</p>
12	<p>गैर-प्रकटीकरण खंड: संविदाकार प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/प्रणाली/उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी थर्ड पार्टी को प्रकटीकृत नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकार करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकार नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकार द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में</p>

	<p>विफलता को संविदाकार के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।</p> <p>संविदाकार अपने कर्मचारियों के मामले में वे सभी कदम उठाएगा जिससे कि इस करार के अधीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का अनुपालन हो। गैर-प्रकटीकरण और गोपनीयता संबंधी संविदाकारकी बाध्यता इस करार की समाप्ति/निरस्तीकरण(चाहे जिस वजह से हो) के उपरांत भी रहेगी।</p> <p>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.</p>
13	<p>यौन उत्पीड़न रोकथाम खंड/Prevention of Sexual harassment clause</p> <p>संविदाकार/एजेंसी "कार्यस्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का पालन करेगा। बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत संविदाकार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष दर्ज की जाएगी और संविदाकार/एजेंसी उक्त अधिनियम के अंतर्गत शिकायत के संबंध में उचित कार्रवाई सुनिश्चित करेगी। यदि संविदाकार की किसी पीड़ित महिला कर्मचारी से नियोक्ता के किसी भी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत प्राप्त होती है, तो इस पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि यौन उत्पीड़न की घटना में संविदाकार का कर्मचारी शामिल रहता है और संविदाकार के कर्मचारी द्वारा यौन हिंसा किया जाना सिद्ध हो जाता है तो इस हेतु देय किसी प्रकार की मौद्रिक क्षतिपूर्ति हेतु संविदाकार जिम्मेदार होगा। कार्यस्थल पर यौन उत्पीड़न और संबंधित मामलों की रोकथाम के संबंध में अपने कर्मचारियों/व्यक्तियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।</p> <p>The contractor/Agency shall be solely responsible for full compliance with the provision of "the sexual Harassment of women at work place</p>

	(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.
यदि संविदाकार एक साझेदारी फर्म अथवा एक व्यक्ति है। If the contractor is a Partnership or an Individual	साक्षियों की उपस्थिति में बैंक और संविदाकार ने ऊपर प्रारंभ में लिखित दिन और वर्ष पर इन दस्तावेजों और उनकी दो डुप्लीकेट प्रतियों पर हस्ताक्षर किए। 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 संविदाकार एक कंपनी है। If the contractor is a Company	साक्षियों की उपस्थिति में बैंक ने अपने विधिवत अधिकृत अधिकारी के माध्यम से तथा संविदाकार ने अपनी आम मुहर लगाकर इन दस्तावेजों और उनकी दो डुप्लीकेट प्रतियों पर ऊपर प्रारंभ में लिखित दिन और वर्ष पर हस्ताक्षर करके उन्हें निष्पादित किया। 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.

यह करार हिंदी और अंग्रेजी में है। हिंदी और अंग्रेजी पाठ में किसी भी विसंगति और/या किसी भी संदेह की स्थिति में, अंग्रेजी पाठ मान्य होगा।

The agreement is in Hindi & English. In the event of any discrepancy and / or any doubt in the Hindi & English text, English text will be valid."

हस्ताक्षर खंड/ Signature Clause

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द

SIGNED AND DELIVERED by the Reserve

Bank of India by the hand of

श्री / Shri

(नाम एवं पदनाम // (Name and designation)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

(1)

पता / Address

(2)

पता / Address

साक्षी/ Witness

निदेशक मंडल की दिनांक को हुई बैठक में लिए गए संकल्प के अनुसार निम्नलिखित की उपस्थिति में की **आम मुहर** लगाई गई।

THE COMMON SEAL OF

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

(1)

(2)

निदेशक जिन्होंने निम्नलिखित की उपस्थिति में इन दस्तावेजों पर साक्ष्य स्वरूप हस्ताक्षर किए।

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

(1)

(2)

यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।

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

यदि संविदाकार अपनी सामान्य मुहर के अधीन हस्ताक्षर करता है तो संस्था के अंतर्नियमों में हस्ताक्षर खंड का मुहर खंड से मिलान होना चाहिए।

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

संविदाकार द्वारा श्री और
विधिवत गठित एटार्नी के हाथ से हस्ताक्षरित और सुपुर्द
किया।

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

यदि संविदाकार पावर ऑफ
एटार्नी (चाहे कंपनी हो या व्यक्ति)
के जरिए हस्ताक्षर कर रहा हो।

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