



निविदा की समय-सीमा (एसओटी)

बैंक के केंद्रीय कार्यालय भवन, फोर्ट, मुंबई में स्टैंडअलोन एसी यूनिटों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा

1.	ई-निविदा सं.	आरबीआई/पी.डी.-केंद्रीय कार्यालय/विभाग/Others/22/24-25/ईटी/624
2.	निविदा का माध्यम	ई-प्रोक्योरमेंट प्रणाली (www.mstcecommerce.com/eprocn/rbi) के माध्यम से ऑनलाइन भाग। तकनीकी-वाणिज्यिक बोली और भाग-II मूल्य बोली) (HVAC कार्यों की 5 से 10 लाख के भीतर की श्रेणियों के लिए केवल बैंक के सूचीबद्ध ठेकेदारों द्वारा भरा जाना है)
3.	अनुमानित राशि रुपये में	₹9.5 लाख
4.	निविदा देखना – तिथि, समय एमएसटीसी वेब पोर्टल पर	04.12.2024 को दोपहर 12.00 बजे
5.	बोली पूर्व बैठक(समय एवं स्थान)	26.12.2024 को सुबह 11.30 बजे, परिसर विभाग, 5वीं मंजिल, भारतीय रिजर्व बैंक, केंद्रीय कार्यालय, फोर्ट, मुंबई
6.	बोली आरंभ तिथि – ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए www.mstcecommerce.com/eprocn/rbi पर ई-निविदा के आरंभ की तिथि	24.12.2024 को 10.00 बजे
7.	बोली बंद किए जाने की तिथि – ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा के बंद किए जाने की तिथि	06.01.2025 को दोपहर 03:00 बजे
8.	निविदा के भाग-I खोलने की तिथि और समय	06.01.2025 को दोपहर 04:00 बजे
9.	भाग-II मूल्य बोली खोलने की तिथि	निविदा के भाग II के पात्र बोलीदाताओं को यथासमय सूचित किया जाएगा।

नोट: फर्मों को एमएसटीसी भुगतान गेटवे को अनिवार्य अंतरण शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में करना होगा।



**RESERVE BANK OF INDIA
Premises Department
Mumbai**

Notice inviting e-Tender
e-NIT no: RBI/PD-Central Office Departments/Others/22/24-25/ET/624
(Only through MSTC e-procurement portal)

**Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office
Building at Fort, Mumbai**

1. e-Tender in two parts is invited for “**Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai**”. The estimated cost of the work is ₹9.5 Lakh and is to be completed within 45 days from the 14th day of award of work.
2. The e-Tender forms will be applicable only to the empaneled firms enlisted under head HVAC works for category Rs.5 lakh to Rs.10 lakh.
3. In the event of intending Bidder's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them. A pre-bid meeting (off-line mode) of the intending bidders will be held on **26.12.2024** at **11.30 AM** in Premises department, Central Office Building, Reserve Bank of India, Fort, Mumbai. The duly filled in Tender documents shall be uploaded on MSTC site till **03:00 PM** on **06.01.2025**.
4. Tender documents will be available for viewing at MSTC website www.mstcecommerce.com from 04.12.2024. This e-Tender needs to be mandatorily filled up / online submission through MSTC website www.mstcecommerce.com. The online filing up and submitting the e-Tender is from **24.12.2024** to **06.01.2025** upto **3:00 p.m.**. Part I of the e-Tender will be opened at **4:00 PM** on **06.01.2025**. Detailed guidelines on submission of the e-Tender by the firms have been mentioned in [Annexure-1](#) following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
5. Filled and signed Tender documents in prescribed form shall be uploaded on MSTC website. Part- I of the Tender will contain the Bank's standard technical and commercial conditions for the proposed work. No EMD will be collected for this captioned work. Part-II (Price bid) of the eligible Bidders shall be opened on a subsequent date which will be intimated to the eligible Bidders in advance.
6. The applicants/Bidders have to upload the following documents on MSTC portal
 - a. All annexures and certificate mentioned in the Tender.
 - b. Section-VIII (i.e commercial and technical variation) as mentioned in the Tender.
7. Any amendments / corrigendum to the Tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.

8. All information submitted in response to this Tender shall be the property of Reserve Bank of India and it shall be free.

9. The Bank is not bound to accept the lowest e-Tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason thereof.

Place: Mumbai

Date: 04.12.2024

Chief General Manager - in - charge
Premises Department
Reserve Bank of India
Central office Building
Mumbai



SCHEDULE OF TENDER (SOQ)

1. e-Tender No.	RBI/Central Office/Premises Department/22/24-25/ET/624
2. Name of the Work:	“Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai.”
3. Mode of Tender:	e-Procurement System (Part I – Techno- Commercial Bid and Part II - Financial Bid) through MSTC website (www.mstcecommerce.com/eprochome/rbi)
4. Date of NIQ available in MSTC portal for viewing of e-Tender	04.12.2024 from 12:00 hrs. onwards
5. Date and Time of the Pre-Bid Meeting (offline)	26.12.2024 at 11:30 hrs. (The meeting shall be held at conference Room on 5 th floor Central Office Building Mumbai. (Participants who are willing to attend the Pre-Bid meeting are requested to remain present at venue and date & time)
6. Estimated cost of the work:	₹9,50,000/- (Rupees Nine Lakh Fifty Thousand only)
7. Earnest Money Deposit (EMD)	No EMD will be collected
8. Last date of submission of DD and NEFT for EMD	No EMD will be collected.
9. Retention Money	5 % of Contract amount, i.e. Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value.
10. Time allowed for completion of the works from 14 th day from the date of written order to commence work.	45 days
11. Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/eprochome/rbi	24.12.2024 from 10:00 hrs. onwards
12. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	06.01.2025 at 15:00 hrs.
13. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	06.01.2025 at 16:00 hrs.
14. Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible bidders.
15. Transaction fee	Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favor of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment. Charges for participation in e-procurement will be made

	to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.
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Annexure-1

Important instructions for e-procurement of MSTC Portal

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this Tender before submitting your online Tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of e-Tender

(A) Registration: -

The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(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 Bidder should possess Class III signing type digital certificate. Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line at <https://www.mstcecommerce.com/eprochome/rbi>

(1) Bidders are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Click on RBI → Register as Bidder Filling up details and creating own user id and password → Submit.

(2) Bidders will receive a system generated mail confirming their registration in their e- mail which has been provided during filling the registration form. Bidders are advised to refer to the BIDDER GUIDE and VIDEO GUIDE available under "VIEW VIDEO" Link at www.mstcecommerce.com/eprochome for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e- Tender).

Contact person (MSTC):

- | |
|--|
| 1. Name: Shri Manas Mallick, Senior Manager (MSTC-WRO), Email: manas@mstcindia.co.in Mobile no.: 9831108435. |
| 2. HO Central Help Desk: Phone Number :07969066600 helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails) Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc. |

Contact Person (RBI):

1. Mr. Ashish Chourasia Assistant Manager (Tech- Electrical) achourasia@rbi.org.in 022-22602121 / 8239999157
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2. Mr. H. Rahaman AGM (Tech) hrahaman@rbi.org.in 022-22602505 / 8763528236
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(B) System Requirement: -

- i)** Windows 7 and above Operating System
- ii)** IE-9 and above Internet browser.
- iii)** Signing type digital signature
- iv)** JRE 8 update 161 and above software to be downloaded and installed in the system (File

	<p>Name- Windows X86 Offline) To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level Bidders are advised to refer to the “Bidder Guide” and a “Video Guide” before proceeding with the Tender in process.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (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. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them. Note: The Bidders 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.	<p>All entries in the Tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Bidders are instructed to use Attach Documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of bidder guide. Special Note towards Transaction fee: The bidders shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the bidder login. The bidders have to select the particular Tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the bidder shall generate a challan by filling up a form. The bidder shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the bidder shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the bidder shall be receiving a system generated mail. Transaction fee is non-refundable. A bidder will not have the access to online e-Tender without making the payment towards transaction fee. NOTE - Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	<p>All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of Tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of bidder with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6.	<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 that of the downloading parties. (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to Bidder (s) who have downloaded the documents from web site. Please see Website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.</p>
7.	<p>E-Tender cannot be accessed after the due date and time mentioned in NIT.</p>

<p>8.</p>	<p>Bidding in e-Tender:</p> <p>(a) Bidder(s) need not to submit any EMD.</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 /Govt. depts. →RBI Bidder 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 enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, then the bidder will not be able to save/submit his bid.</p> <p>(e) 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 “Submit” button to register their bid.</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the” Final Submission” button has been clicked by the bidder.</p> <p>(f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>(g) During the entire e-Tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(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. Such successful Bidder shall be called hereafter supplier.</p>
	<p>(j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(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.</p> <p>(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.</p> <p>(m) Unit of Measure (UOM) is indicated in the e-Tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-Tender floor/Tender document</p>
<p>9.</p>	<p>Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.</p>
<p>10.</p>	<p>No deviation to the technical and commercial terms & conditions are allowed.</p>
<p>11.</p>	<p>After submitting online bid, the bidder cannot access the Tender, once it has been submitted with digital signature.</p>

12.	RBI 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 www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
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 of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



Reserve Bank of India

e-Tender for

**Supply Installation Testing and Commissioning of Air Conditioning Units in
Central Office Building at Fort, Mumbai**

Part -I

Name of Bidder: _____

Address: _____

Date of Pre-Bid Meeting : December 26, 2024 at 11:30 A.M.

Due date and time for Submission of e-Tender : January 06, 2025 at 03:00 P.M.

Date of opening of Part- I of e-Tender : January 06, 2025 at 04:00 P.M.

Venue : Premises Department, Mumbai

Premises Department
Reserve Bank of India, 5th floor, Central Office Building, Shahid Bhagat Singh road,
Mumbai- 400001

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अस्वीकरण

भारतीय रिज़र्व बैंक, केन्द्रीय कार्यालय, परिसर विभाग, ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिज़र्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज़ में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्त या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

Disclaimer

Reserve Bank of India, Premises Department, Central Office, Mumbai has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by Reserve Bank of India in submitting the e-Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

**SECTION- I:
Form of e-Tender**

Place: _____

Date: _____

To,

The Chief General Manager – in - Charge

Reserve Bank of India

Central office Building

Premises Department,

Mumbai-40001

Madam,

We have carefully examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the e-Tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the Bidders and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai
(b)	Estimated cost	Rs. 9,50,000/-
(c)	Terms of payment	As per clause 3.12 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	No EMD will be collected
(e)	Retention Money	Retention Money @ 5% is to be recovered from

		each on-account bill till the total recovery amounts to 5% of the contract value. The same will be released after completion of DLP.
(f)	Time allowed for completion of work from 14 th day from the date of work order.	45 days

1. We also agree that our Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
2. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
3. I/We understand that you reserve the right to accept or reject any or all the e- Tender either in full or in part without assigning any reason therefor. We have not deposited any earnest money with the Reserve Bank of India. 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.
4. The Tender submitted will be only through e-procurement of MSTC Portal.

Dated this _____ day of _____ 2024.

For and on behalf of M/s _____

(Signature with seal)

Name _____ Designation ____

Place _____ Date _____

(Certified true copy of the Power of Attorney of the above signatory should be uploaded in MSTC portal).

Witnesses

(1) Signature with

Name, address and date

(2) Signature with

Name, address and date

SECTION-II

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai and has caused drawings and specifications describing the work to be done. AND WHEREAS the said specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work 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 as modified and finally accepted by both the parties (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 Specifications 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 there under (hereinafter referred to as, the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions, execute and complete the work described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said conditions hereinbefore mentioned, the DGM (Premises) shall act on behalf of the Employer.
4. 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.
5. The agreement and documents mentioned herein shall form the basis of this contract.
6. The Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the complete work amounting to Rs.----- inclusive of GST amount to be paid for according to actual measured quantities at the rates contained in the Schedule of work and Probable quantities or as provided in the said Conditions.

7. The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the 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.
9. Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work from the 14th day after the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 45 days subject nevertheless to the provisions for extensions of time.
10. All payments by the Employer under this contract will be made only at Mumbai.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts at Mumbai shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
13. **Damages for non-completion:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the contract amount, per week, for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

14. **Comprehensive Annual Maintenance Service contract:**

After expiry of the defect liability period of one year from the date of handing over of the AC unit, all units shall be covered under Comprehensive Annual Maintenance Contract (CAMC). The bidder shall quote for Comprehensive Annual Maintenance Contract charges per unit per year considering the charges required for replacement of defective spares, controller card, circuit, PCB, LCD display, remote, compressor, fan motor, fan blade electrical wires etc. for the air conditioners installed at site. Comprehensive Annual Maintenance Contract (CAMC) charges shall be paid on quarterly basis, after rendering satisfactory service and on submission of duly signed service reports by Caretaker / JE-Elect. / RBI Officials. The Comprehensive Annual Maintenance Contract rates will be revised based on the Reserve Bank Price Indices.

Comprehensive annual maintenance Contract shall be valid for a period of 6 years from successful completion of Defect Liability Period of one year.

15. Non-Disclosure Clause: -

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be 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 the expiry or termination of this agreement for whatever reason.

16. Prevention of Sexual Harassment clause: -

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

(b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

(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, if sexual violence by the employee of the contractor is proved.

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

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

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

18. If the fault is not rectified within 24 hours of lodging a complaint with the firm either by an e-mail or over telephone, a penalty at the rate of Rs. 500/- per day will be levied and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor, subject to maximum of 10% of the Contract amount.

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

If the Contractor is a partnership or an individual

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

Signatures (If the contractor is Company.)
SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri
(name and designation)
in the presence of Witnesses
(1) Address
(2) Address
If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.

SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____(name and designation)

in the presence of
Witnesses

(1)

Address

(2)

Address

THE COMMON SEAL OF _____

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

(1) _____

(2) _____

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

SECTION- III

General Instructions to Bidders and Special Conditions

3.0 Online Submission of e-Tender: -

The e-Tender shall be submitted through online. The e-Tender will be in two parts i.e. Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts. Part II does not contain any terms and conditions and shall be submitted through online. Part I of e-Tenders will be opened at 16:00 hrs on January 06, 2025. Part II of the e-Tenders will be opened on a subsequent date under intimation to all eligible the bidders. Telegraphic, Fax and e- mail Tenders will not be accepted. All copies of the Tenders should be duly signed and complete in all respects. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the Bidders signature.

3.1 Bidders are advised to use only the forms (i.e., Tender document) available on the website. Each page of the forms shall be signed and uploaded. Bidders are advised to submit Tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.

3.2 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled and submitted / uploaded through online. The Tender should be uploaded and submit online within the stipulated time / date i.e., upto 15:00 Hrs on January 06, 2025.

3.3 Part I – Technical & Commercial

3.4.1 Part I – Shall contain the unpriced Tender consisting of complete technical specification including documents and commercial terms and conditions technical aspects of the Tender such as equipment data sheets, makes of materials, technical description.

Part I of the e-Tender as submitted in online shall contain the following: -

- i) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the Tender documents.
- ii) Any other technical information the Bidder wishes to furnish.
- iii) List of deviations, if any, in commercial terms and conditions.
- iv) List of deviations, if any, in technical specification.
- v) **Detailed specifications** of each of the offered items matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure etc. If there are some variations in specifications and dimensions of the equipment's / products as

contained under the manufacturer's catalogue / product brochures Vis-a via those given under the specifications contained under this e-Tender document, the specifications and dimensions given in this e-Tender document shall prevail.

- vi) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities / features shall also be attached while submitting the technical bid.
- vii) Technical data sheet as given under Section-VII shall be filled up giving full information.
- viii) Other Certificates / Declarations as per Annexures enclosed to be submitted.

3.4.2 The Bidders are advised to visit the site of installation and acquaint themselves of the site conditions before submitting the Tender.

3.4.3 The Bidders are advised to upload the Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the Tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

3.4.4 The Bidders shall upload full details of the patent, trade-mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.4.5 All information, correspondence letters shall be submitted in duplicate and addressed to CGM-in-Charge, Reserve Bank of India, Premises Department, Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400001.

3.5 **Part II -Price bid:** - Part II containing price bid.

(a) This part shall contain prices in Indian Rupees only as per format (Part II) given in the e-Tender. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the Tender will not be taken into account and will be treated as null and void.

(b) Rates should be quoted in columns specified through online process. No request for any change in rate or conditions after the opening of the part II Tender will be entertained.

(c) The rates quoted shall be deemed to be for the finished work i.e., charges for all materials, labour, insurance, transportation etc. **and including GST** and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

(d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable.

3.6 Pre-Bid Meeting

e-Tender briefing meeting of the intending Bidders will be held at 11:30 Hrs. on December 26, 2024 to clarify any point/doubt raised by them in respect of the Tender at Conference room, 5th floor, Premises Department, Central Office Building, RBI, Shahid Bhagat Singh Road, Mumbai. No separate communication will be sent for this meeting. All the intending Bidders are advised to attend the meeting and study the Tender documents. Kindly note that site visit, if necessary, shall be a part of this pre bid meeting. No bidder shall be allowed to visit the site separately before or after the date of pre bid meeting. Hence, all prospective bidders are advised to attend this meeting and carry out site visit to ascertain themselves of the feasibility of carrying out the entire work as per scope of the Tender, before quoting their rates. They may also indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the Bidders will be advised suitably. The Bidders are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's Tender conditions/specifications in their technical (Part I) and Price bids (Part II).

3.7 Opening of e-Tender: -

Part-I of the e-Tenders will be opened on January 06, 2025 at 16.00 hrs IST through system. Price bid (Part II) of only such of those Bidders who are found eligible after scrutiny of their Part –I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Bidders.

3.8 Scope of Work: -

The scope of work shall include the followings.

- a) Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai.
- b) Delivery of all Air Conditioning Machine including all spares to Bank's site at Mumbai including packing, handling, transporting, loading/unloading at site in Mumbai.
- c) Erection, commission, testing & handling the same to Bank.
- d) Providing all-inclusive service including all spares, etc. during warranty period
- e) Dismantling, removal, stacking and taking away of the existing equipment's, cables etc. due to upgradation of the scheme.
- f) The bidder should indicate in his Tender the complete description of the working of the system / sub systems and their power requirements with all relevant brochures / literature etc. in addition to those called for in the Technical Specifications:
- g) The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment

offered is suitable as per the Bank's Technical Specifications.

3.9 Validity of e-Tender: -

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

3.10 Lowest e-Tender not necessarily to be accepted: -

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

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

3.11 Security Deposit & Security during Defect liability period (DLP) : -

Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value and the same will be released after one year defect liability period (DLP). Any defect observed during the DLP, the firm will rectify the same within a reasonable period. In case the firm fails to rectify the defects developed during the "Defects Liability Period" within a reasonable period, a show cause notice shall be issued to him. If he fails to take required action or his response is not considered satisfactory, the cost of rectification will be adjusted by the Bank from the security deposit (i.e., Retention money) keep with the Bank.

On receipt of intimation from the Bank of the acceptance of his/their Tender, the successful Bidder shall be bound to implement the contract and **within fourteen days** thereof. The successful Bidder shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a Tender will constitute a binding contract between the Reserve Bank of India and the person so Quote, whether such formal agreement is or is not subsequently executed.

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

3.12 Terms / mode of Payment: -

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India. The payment will be made as follows:

1) 60% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:

- a) Manufacturer's Inspection and Test Certificates
 - b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
 - c) Policies of insurance covering all the risk as mentioned at para 3.14.
- 2) Balance 40% of the quoted rates after erection, testing, commissioning, and handing over of the entire system.
 - 3) Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value.

3.13 Taxes: -

The prices quoted shall be deemed to have included all taxes **including GST**, custom duty, excise duty, local levies, works contract tax etc. imposed by Central/State Government/ Local Bodies. If the bidders fail to include such taxes and duties in the Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.14 Insurance: -

The contractor shall, within 14 days from the date of award of Work Order, ensure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the former i.e. RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

- Contractors all risk (CAR) insurance inclusive of transit, Storage, installation, testing and commissioning policy for the full contract value.
- Workmen compensation policy.
- Third party liability policy with the limits as under.
Rs.10,00,000/- per annum
Rs.2,00,000/- per occurrence

Note: These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

3.15 Completion Period: -

3.15.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day of issue of the letter of acceptance of Tender. The work shall throughout the stipulated period of the contract be proceeded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.

3.15.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 14th day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

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

3.16 Signing of Contract Agreement: -

a) The General instructions to the Bidders and special conditions, conditions herein before referred to Conditions of Contract and Technical Specifications and drawings enclosed with the Tender documents, the subsequent correspondence exchanged between the Bank and the Bidder and the work order placed shall be the basis of the final contract to be entered into with the successful Bidder.

b) The Bidder shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

c) The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the Tender may be rejected.

d) On receipt of intimation from the Bank of the acceptance of his/their Tender, the successful Bidder shall be bound to implement the Contract and **within fourteen days** thereof, the successful Bidder shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so Tender in whether such contract is or is not subsequently executed.

The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

3.16 Sufficiency of Schedule of Quantities: -

3.17.1 The Contractor shall be deemed to have satisfied himself before bidding 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.

3.17.2 The quantities in the schedule of quantities approximately indicate the total extent of work, however, it may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.18 Language

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

3.19 Right to Accept Part Tender

The Bank reserves the right to accept the Tender either in whole or in part at the same prices quoted by the Bidder.

3.20 Damages for non-completion: If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the contract amount, per week, for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

3.21 Warranty / Defects Liability Period (DLP) and all-inclusive Comprehensive Annual Maintenance Contract (CAMC) :-

The equipment's supplied & installed i.e. the entire work, shall be guaranteed against all types of defects for a period of one year from the date of handing over of the equipment to the Bank. Any defects found in the system/sub-assemblies (i.e., controller card, circuit, PCB, LCD display, remote, compressor, fan motor, fan blade electrical wires etc.) within the guarantee period shall be rectified / replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility available at the places of installation and technical set-up and the telephone number and address of their service Centre. The tenderers shall indicate details such as the service center from which the proposed systems will be serviced, the staff strength at that Centre and the availability of spares for the system at that center.

The tenderers shall also quote their charges for providing all-inclusive comprehensive maintenance service applicable after the expiry of the guarantee period. The scope of the contract will include at least FOUR servicing / preventive maintenance at quarterly intervals in a year and ANY NUMBER of breakdowns calls round the clock in a year. Preventive maintenance should include all the activities as recommended by the OEM including properly cleaning of equipment's etc. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of man/material/transport etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. The quoted CAMC rate shall remain firm and valid for a period of one years from the date of expiry of guarantee / defect liability period without any escalation. Payment for CAMC shall be on quarterly basis on rendering satisfactory service. The service contract shall be renewed for an additional period of at least 5 (five) years after the initial CAMSC period of 1 (one) year. In other words, an assured life and service support will be provided for a total of 7 years period after commissioning and handing over of the system for use. At the time of renewal of contract after the expiry of the initial validity period of one years and for all subsequent years, the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{15+60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times (1/100)$$

A_C The contract amount for the current year

A_P The contract amount for the previous year

EPI_C Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year

EPI_P Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year

CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

During the period of contract, the system shall be serviced and maintained as per frequency described in the contract agreement for CAMC to ensure that all the system equipment's are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipment's. If the fault is not rectified within 24 hours of lodging a complaint with the firm either by an e-mail or over telephone, a penalty at the rate of Rs. 500/- per day will be levied and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor, subject to maximum of 10% of the Contract amount.

3.22 Evaluation of e-Tender

Tenders will not only be evaluated on the basis of capital cost but also taking into account the rates quoted for Comprehensive Annual Maintenance Service Contract for a period of 6 years after expiry of guarantee period (i.e., DLP) of one year. Tenders will therefore be evaluated based on the overall owning cost which will be arrived at as under.

Total owning cost = Net Capital Cost (i.e., Cost of new equipment's - rebate on buyback of old equipments) + NPV factor for CAMC X Charges for CAMC per annum.

i.e., Total owning cost = Net Capital cost + 4.94 X quoted per annum cost for CAMC.

For calculating the NPV of Comprehensive Annual Maintenance contract the following factors will be applied:

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMSC	6 years (after guarantee period of one year i.e DLP)
(d)	Payment terms of CAMC	Quarterly payment after satisfactory completion of service.

Minimum Base Rate for Comprehensive AMC:

In case, the tenderer quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital Cost (Excluding Buyback), then 5% (Five) of the quoted capital cost (Excluding Buyback) shall be considered for Calculation of Total Cost of Ownership / owning cost.

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the Comprehensive AMC during the currency of the committed contract period of 6 years subject only to escalation formulae indicated in the tender.

3.23 Import License

Import License if required will be obtained by the Bidder. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the Bidder.

3.24 Adherence to Specifications

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

3.25 Acquaintance with the site of work

The Bidder must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering a contract and must examine, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

3.26 Schedule of quantities

A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions, or additions at the discretion of the Employer. Each Tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled to show the aggregate value of the entire Tender.

3.27 Not entitled for any compensation.

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.

3.28 Bound to carry all items of the work

The successful Bidder is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

3.29 Application of Minimum wages/ gratuity/ Contract Labour Act to the workmen: - The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.

3.30 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.

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

Place:

Date :

Signature and seal of the Bidder.

SAFETY CODE

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be Maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra 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 the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Place:

Date:

Seal & Signature of the Bidder.

FIRE SAFETY

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

Place:

Date:

Seal & Signature of the Bidder.

SECTION-IV

The Conditions Hereinafter Referred To

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

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
- g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount

of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Shall mean Tender for Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai.

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 with regard to":

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

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all catalogues and Specifications data sheet.

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 Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.

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

9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

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

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

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant 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 e- Tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

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 provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer

shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

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 persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on

the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. Certificate of virtual completion and defects liability period: The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

22. Nominated Sub-Contractor: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub- contractors employed by the contractor and are herein referred to as nominated sub- contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Bank 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, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and Maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank 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 Bank from time to time during currency of the Contract.

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

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage

from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

The contractor shall, within 14 days from the date of award of the work, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former 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 14 days from the date of award of work.** 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.

25. 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 he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

26. 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 27 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

27. Delay and extension of time: If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through 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.

28. 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.

29. 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 Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

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 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

(v) 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

(vi) 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.

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

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

31. Delayed Payment: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

32. 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 33 hereof in the same way in all respects (including the provisions as to opening the reference).

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Non-Disclosure Clause

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

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

The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

39. Prevention of Sexual Harassment clause

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

- (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (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, if sexual violence by the employee of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

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

41. Debarment of firms from bidding: A firm/ bidder may be debarred from the bidding/ participation in tender, 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 behavior 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 on 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 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 party 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 (1) 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 public health as part of execution of a public procurement contract.

43. Minimum wages to the workman:

The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect / proof of evidence, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

44. Labour License:

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

Place:

Date:

Signature of the Tenderer with Seal.

SECTION-V

Appendix Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of award of work order.
4.	Date of Completion	Date of virtual completion.
5.	Rate of liquidated damages for non-completion of work.	0.25% of the estimated value per week subject to a maximum of 10% of the contract value.
6.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
7.	Interest for delayed payment	3% per annum
8.	Retention Money	5 % of contract value

Place:

Seal & signature of Contractor

Date:

SECTION-VI

SYSTEM REQUIREMENT AND SPECIAL CONDITIONS

1. During pre-bid meeting, all the bidders must compulsorily visit the site at Central office building, Mumbai and quote the rates to understand the exact requirement of the work.
2. Rates should be inclusive of minor civil works i.e., making hole, wall cutting etc. to accomplish the task including the grouting using Dash Fasteners, welding and other minor works not specifically mentioned but are compulsory for completing the work.
3. The work should be carried out in such a manner to create minimum hindrance and trouble to existing ongoing operation.
4. Successful firm should co-operate with other contractor working in the same area. For the work an exclusive engineer should be deputed to supervise and monitor the work.
5. Bank will only provide incoming supply at one point and subsequent wiring using suitable size of copper cable is to be included in the work.
6. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
7. The workmen will not be allowed to stay within the premises.
8. The water required for workmen can be availed from the available source at site free of cost.
9. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
10. Permission, if any, required from the local bodies shall be obtained by the Contractor.
11. The intending Bidder can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
12. The Bidder may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase-cutter only.
13. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
14. All dismantling work and work generating noise shall be done during the daytime and holidays and daytime work shall have to be done on restricted hours. Contractor has to make availability of supply during the Evening & nighttime. Contractor shall consider the above

facts while quoting the rates.

15. The Bidder shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.

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

Place:-

Date:-

Seal & Signature of the Bidder.

SECTION - VII

Technical Specifications & Scope of Work

7.1 Scope of work

The scope of work includes Supply, installation, testing, commissioning room Air Conditioner at RBI central office premises located at Fort, Mumbai.

The firm's representative is requested to visit the site & understand the scope of works before offering their rates.

The above works also involves minor civil works i. e. puncturing of wall to pull the copper pipe, PVC pipe etc. properly grouting the stand on wall / on surface. Provision of power supply to indoor / out door unit of offered A. C s will be the Bank scope.

7.2 Testing of the System

The contractor shall arrange and provide at no extra cost, the service of a competent, factory-trained engineer or technician to technically supervise and participate during the execution of work at site and arrange a training for the safe operation of the said system including testing.

7.3 Instruction

- (i) Provide instruction as required for operating the system. "Hands-on" demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided.
- (ii) The contractor and/or the systems manufacturer's representatives shall provide a written "Sequence of Operation" of air conditioner.

7.4 Technical Specification:

SNo.	Equipments	Description
1.	2.0 Ton wall mounted Split Air Conditioning Units comprises the followings.	<ul style="list-style-type: none">• Capacity: 2.0 TR (minimum)• Category: Split Air Conditioner (wall mounted)• Compressor type: Rotary / Swing / Scroll• Star rating as per norms defined by BEE: Minimum 3-star rating• Cooper condenser coils for efficient cooling and having anti-corrosive coating for protection and more durability.• Noise less and vibration less operation

2.	Floor standing Tower type Air Conditioning Units comprises the followings	<ul style="list-style-type: none"> • Capacity: 4.0 TR (minimum) • Category: Floor mounted Tower type Air Conditioner • Compressor type: high energy efficient Rotary /Swing / Scroll • Wide angle powerful air through and high cooling performance • Cooper condenser coils for efficient cooling. • 3-Phase (power supply) models.
3.	Cassette type AC (cooling only) Unit comprises the followings	<ul style="list-style-type: none"> (i) Minimum cooling capacity: 3.0 Tons and having inverter technology and ceiling suspended with Minimum 3-star rating (ii) Company fabricated Antirust Coated In-door & Out-door Units. (iii) Suitable capacity Rotary / Scrool / Hermetically Sealed Swing Type Compressor. (iv) The compressor shall be duly filled with environment friendly (Eco- friendly) refrigerant. (v) A certificate to be submitted by the bidder regarding energy efficient compressor & environment friendly (Eco-friendly) refrigerant, duly issued by OEM / authorized distributor of OEM. (vi) Wireless remote with LED/LCD display performs function like-cool/fan/dry/Auto mode/ sleep mode etc. (vii) On -Off timer.
4.	PVC insulated wire (Common for the work)	<ul style="list-style-type: none"> • All wires/ cables used should be FRLS PVC insulated. • Conductor material: Copper stranded conductor • Color code should be followed as follows <ul style="list-style-type: none"> o Phase- Red/ Yellow/ Blue o Neutral- Black o Earth- green • Wiring should be carried out in neat manner following good engineering practice as directed by the engineer. • Any associated civil work as per site condition should be carried out.

7.5 Technical Particulars of offered ACs to be filled by the tenderer.

S. No.	Items	To be filled by the tenderer
1	Make & Model no. of ceiling suspended inverter technology 3.0 TR Cassette Type Room Air Conditioner. Also Indicate star rating as per norms defined by BEE	
2	Type of compressor: Rotary / Scroll / Hermetically Sealed Swing for cassette air conditioner unit	
3	Make & Model no. of wall mounted 2.0 Tons inverter technology Room Air Conditioner. Also Indicate star rating as per norms defined by BEE	
4	Make & Model no. of floor mounted 4.0 Tons tower type AC.	
5	Type of Compressor of tower AC: high energy efficient Rotary /Swing / Scroll	
6	Cooper Piping connection for 3.0 TR cassette A.C as per guideline of the original equipment manufacturer (OEM)	a. Dia. off gas line: mm /inch. b. Dia. off liquid line: mm /inch.
7	Cooper Piping connection for 2.0 TR split AC as per guideline of the original equipment manufacturer (OEM)	a. Dia. off gas line: mm /inch. b. Dia. off liquid line: mm /inch.
8	Cooper Piping connection for 4.0 TR floor mounted tower type AC as per guideline of the original equipment manufacturer (OEM)	a. Dia. off gas line: mm /inch. b. Dia. off liquid line: mm /inch.

7.6 **Approved Makes:**

Equipments	Makes
Floor standing 4.0 TR Tower type, Ceiling suspended 3.0 TR cassette and 2.0 TR wall mounted Split Air Conditioners	Bluestar/ Daikin / Hitachi / LG / Voltas
Cables / Wires	Polycab/ Finolex/ Gloster / CCI
PVC drainpipe/ bends/ coupling etc.	Finolex / Astral

The tenderers have to upload the technical literature / specification details of all the above offered makes and models (as received from the OEM) in part I of the tender.

Place:-

Date:-

Seal & Signature of the Bidder.

SECTION-VIII

Schedule of Commercial & Technical Deviations

Schedule of Commercial Deviations:

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

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Seal & Signature of Bidder

Name:

Designation:

Date:

Schedule of Technical Deviations:

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below.

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Seal & Signature of Bidder

Name:

Designation:

SECTION-IX
Commercial Check List

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of e-Tender part-I	
2	EMD	Nil	
3	Terms of payment	As per clause 3.12 in Part I of the Tender	
4	Guarantee Period / DLP	One year from date of virtual Completion.	
5	Completion period	45 days from 14 th day of letter of award of work.	
6	Liquidated damages	0.25 % of the estimated value per week subject to a maximum of 10% of contract value.	
7	Insurance polies	As per clause 3.14 in Part I of the Tender	
8	Copy of Annexure- A, B, C & D	To be uploaded with Part I of the Tender	
9	Section-VIII- Schedule of variation (commercial / Technical)	To be uploaded with Part I of the Tender.	

Part II of the e- Tender should not contain any terms and conditions but only priced for bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place

Date

Seal & Signature of Contractor

Annexure – ‘A’

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

(To be uploaded with the Tender)

Know all men by these presents, We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai** including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Annexure-'B'

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

(To be submitted by the Bidder on their letterhead)

Name of Work: Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai.

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

- a) I/we or any of our allied firm* is/ are not debarred/suspended/ blacklisted by any public institution/entity in India or any other country on bid). (last date of submission of
- b) I/We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the Tender) with any public institution/entity in India or any other country in last three years as on (last date of submission of bid).
- c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred/ suspended/blacklisted by any public institution/entity in India or any other country on or before award of work for the captioned work.

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

(seal and signature of the bidder)

Date

Place

(Strike out one of the above two declarations which is not applicable)

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

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labor Rules/ regulations.

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

The Chief General Manager- in-charge
Reserve Bank of India
Premises Department, 5th floor.
Central Office Building
Shahid Bhagat Singh Road
Mumbai- 400001

Dear Sir

NAME OF WORK: Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai.

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

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

Yours faithfully,

For _____

Authorised signatory

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Proforma of undertaking for maintenance confirmation by the Bidder

(To be uploaded by the tenderer)

To,

The CGM- in-charge
Reserve Bank of India
Premises Department
Mumbai-40001

Dear Sir

Supply Installation Testing and Commissioning of Air Conditioning Units in Central Office Building at Fort, Mumbai.

We hereby undertake to maintain the (name of the equipment) _____ to be installed by us in your Premises satisfactorily, for a period of not less than 6 years, after expiry of the defect liability period of one years, under comprehensive annual maintenance service contract at the quoted rates in tender and terms and conditions as per the contract conditions with a provision for annual price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

In the unlikely event of M/s _____, the Original Equipment Manufacturer, failing to provide support in terms of spares / equipment etc. due to technological obsolescence or for any reason, we shall continue to provide all-inclusive service (CAMC) to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

()

Authorised signatory
(Name and address of the company with Company Seal)

Date:

Part-II (unpriced Bid / Bill of Quantity)

Sr. No.	Description	Qty.	Unit.	Remarks:
1.	Supply of 2.0 TR capacity, company fabricated, Inverter type minimum 3 star rating, wall-mounted split air conditioner unit (In-door & Out-door unit) complete set with Energy Efficient Compressor properly field with eco-friendly refrigerents with cordless remote, suitable plug top etc. as per the technical specifications given in the tender. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	3	Job	
2.	Installation, testing and commissioning of above split air conditioner units mentioned in Sl. No 1 with suitable supports, all labour charges, providing wall opening, core cutting, finishing the surface used for taking copper pipe & drain pipes using white cement /suitable insulation material, handling, storage, transportation, loading, unloading etc. Rates shall also be inclusive dismantling of old AC units etc. wherever applicable. The Bank will provide power supply near the outdoor / indoor unit. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	3	Job	
3.	Supply and erection of refrigerant copper pipes to integrate outdoor / indoor units (both Gas and Liquid) as per manufacturer recommendations. The rate shall inclusive of Nitrile insulation (tubular form) covering with tape for protection and damage against mechanical impact. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	70	Mtr.	
4.	Supply and laying of suitable rating power / communication cable for the supplied Split AC mentioned in Sl.No.1 from outdoor unit to indoor unit without joints and as directed by the Bank's Engineer including necessary connection by providing all accessories. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	70	Mtr.	
5.	Supply, Installation, Testing and Commissioning of heavy duty readymade / fabricated M S Stand to house the outdoor unit of Split ACs as per site conditions along with supports, hardware etc. required for the above AC Units. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	3	Job	
6.	Supply and laying of 1-inch dia industrial standard PVC drainpipe along with hardware / accessories and connecting the drain line till ground / nearest water collection point. Pipe inside room should be covered with nitrile insulation. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	140	Mtr.	

7.	Supply of 4.0 TR capacity floor standing tower type, company fabricated air conditioner unit (In-door & Out-door unit) complete set with Energy Efficient Rotary / Swing / Scroll compressor properly field with eco-friendly refrigerents with cordless remote, suitable plug top etc. as per the technical specifications given in the tender. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	1	Job	
8.	Installation, testing and commissioning of above Tower Air conditioner units mentioned in Sl. No 7 with suitable supports, all labour charges, providing wall opening, core cutting, finishing the surface used for taking copper pipe & drain pipes using white cement /suitable insulation material, handling, storage, transportation, loading, unloading etc. Rates shall also be inclusive for dismantling of old AC units etc. wherever applicable. The Bank will provide power supply near the location of installation of outdoor / indoor unit terminated on a breaker. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	1	Job	
9.	Supply and erection of refrigerant copper pipes to integrate outdoor / indoor units (both Gas and Liquid) of tower AC as per manufacturer recommendations. The rate shall inclusive of Nitrile Rubber Insulation for both copper pipe including rolling insulation tape all complete . [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	20	Mtr.	
10.	Supply and laying of suitable rating power / communication cable for the supplied Tower AC mentioned in Sl.No.7 from outdoor unit to indoor unit without joints and as directed by the Bank's Engineer including necessary connection by providing all accessories. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	20	Mtr.	
11.	Supply, Installation, Testing and Commissioning of heavy duty readymade / fabricated M S Stand to house the Indoor and outdoor unit of Tower AC unit as per site conditions along with supports, hardware etc. required for the above AC Units. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	1	Job	
12.	Supply, Installation, Testing & Commissioning of minimum 3.0 Tons cooling capacity, Inverter type , company fabricated , minimum 3 star rating , Ceiling-suspended cooling only Cassette air conditioner unit (In-door & Out-door unit) complete set with energy efficient Rotary / Scrool / Hermetically Sealed Swing Type Compressor, properly field with eco-friendly refrigerents , wireless remote with display, performs functions like cool/fan/dry/auto mode, ON/OFF timer, Anti-rust powder coated Indoor & Out door	2	Job	

	Units all complete as per technical specification given in tender & as directed by Bank's Engineer. including charges for supply and fixing of outdoor stand. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]			
13.	Supply and laying of suitable rating power / communication cable through suitable dia. PVC conduit for the supplied cassette AC mentioned in SI.No.12 from outdoor unit to indoor unit without joints and as directed by the Bank's Engineer including necessary connection by providing all accessories. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	70	Mtr.	
14.	Supply, laying and connection of suitable dia. [as recommended by the original equipment manufacturer (OEM)] copper refrigerant Piping both for suction & discharge for cassette A.Cs (as mentioned at sl. No. 12) with Suitable Nitrile Rubber Insulation for both copper pipe including rolling insulation tape all complete [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	70	Mtr.	
15.	Buyback of Old 2 nos of 1.5 TR and one 2.0 TR split AC units, two nos of 3.0 TR cassette Units and one 3.0 Tr Tower type AC including old cables and copper pipe comes out from this job. [rate inclusive of all statutory taxes including GST etc.]	1	Job	
16.	Per annum charges for Comprehensive, all inclusive, Annual Maintenance Service Contract of the above cited 6 nos. of Air-conditioning units after expiry of 1 year of DLP as per terms & conditions of the tender. [Rate inclusive of all statutory taxes including GST etc.]	1	Job	

Date:-----

Place:-----

Seal and Signature of the bidder