



निविदा आमंत्रण सूचना

मुख्य कार्यालय परिसर, नई दिल्ली में 1 प्रिसिजन एयर कंडीशनिंग यूनिट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी)

भारतीय रिज़र्व बैंक, नई दिल्ली पूर्व-योग्यता मानदंड को पूरा करने वाले पात्र फर्मों/ठेकेदारों से मुख्य कार्यालय परिसर, नई दिल्ली में 1 प्रिसिजन एयर कंडीशनिंग यूनिट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) के लिए दो भागों में ई-निविदा आमंत्रित करता है। ई-निविदा (एसओटी) की समय-सारणी इस प्रकार है:

क. ई-निविदा सं.	RBI/Delhi Regional Office/Estate/7/23-24/ET/152
ख. निविदा का तरीका	ई-प्रोक्योरमेंट प्रणाली, ऑनलाइन (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - वित्तीय बोली) वेबसाइट https://www.mstcecommerce.com/eprochome/rbi के माध्यम से
ग. निविदा का अनुमानित मूल्य (कर सहित)	रु.13,22,000/- (तेरह लाख बाईस हजार रुपये मात्र)।
घ. पार्टियों द्वारा डाउनलोड करने के लिए निविदा उपलब्ध होने की तारीख	27 अक्टूबर 2023 को 16:00 बजे से।
ड. बोली-पूर्व बैठक	31 अक्टूबर 2023 को सुबह 11 बजे। स्थान: - संपदा विभाग, भारतीय रिज़र्व बैंक, पहली मंजिल, 6, संसद मार्ग, नई दिल्ली - 110001।
च. एमएसटीसी में तकनीकी बोली और वित्तीय बोली शुरू होने की तारीख	27 अक्टूबर 2023 को 16:00 बजे से।
छ. ईएमडी जमा करने की अंतिम तिथि	24 नवंबर 2023 को 15:00 बजे से पहले
ज. ई-निविदा (तकनीकी बोली और वित्तीय बोली) ऑनलाइन प्रस्तुत करने की अंतिम तिथि	24 नवंबर 2023 को 15:00 बजे तक।
झ. निविदा के भाग-1 (तकनीकी बोली) खोलने की तिथि	24 नवंबर 2023 को 15:30 बजे।
ट. i) बयाना जमा राशि	i. सभी निविदाकारों को ₹26,440/- की बयाना जमा राशि (ईएमडी) भारतीय रिज़र्व बैंक, नई दिल्ली के पक्ष में डिमांड ड्राफ्ट/बैंक गारंटी/एनईएफटी के माध्यम से लाभार्थी के नाम- भारतीय रिज़र्व बैंक, आईएफएससी: RBIS0NDPA01 खाता संख्या: 186004001 में जमा करनी होगी।
ii) निविदा शुल्क	ii. कृपया एनईएफटी लेनदेन टिप्पणियों में अपनी कंपनी के नाम का उल्लेख करें। शून्य
क. लेन-देन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे/एनईएफटी/आरटीजीएस के माध्यम से एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान।

ई-निविदा जमा करने की अंतिम तिथि 24 नवंबर 2023 को 15:00 बजे तक है। अधिक जानकारी के लिए कृपया वेबसाइट <https://www.rbi.org.in> पर "निविदा" खंड देखें। निविदा अपलोड करने के लिए कृपया एमएसटीसी की वेबसाइट <https://www.mstcecommerce.com> पर जाएं और पंजीकरण करें। कृपया यह भी ध्यान रखें कि आगे कोई भी परिशिष्ट/शुद्धिपत्र केवल आरबीआई की वेबसाइट पर प्रकाशित किया जाएगा।

स्थान: नई दिल्ली

दिनांक: 27 अक्टूबर 2023

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
नई दिल्ली



संपदा विभाग / Estate Department
Reserve Bank of India, New Delhi
भारतीय रिज़र्व बैंक, नई दिल्ली

e-Tender For

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF
PRECISION AIR CONDITIONING UNITS AT MAIN OFFICE PREMISES, NEW
DELHI

Part -I

Name of Tenderer: _____

Address: _____

Date of Pre-Bid Meeting : October 31, 2023

Due date and time for Submission of e-Tender: November 24, 2023

Date of opening of Part- I of e-Tender : November 24, 2023

Venue : Estate Department, New Delhi

1st Floor, Estate Department
Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001

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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
New Delhi**

e-Tender Notice (only through e- procurement)

Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi.

1. E-Tenders in two parts are invited for “Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi”. The work is estimated to cost Rs.13,22,000/- (Rupees Thirteen Lakh Twenty Two Thousand Only) and is to be completed within 8 (Eight) weeks from 10th (tenth) day of issue of work order.
2. Only OEM or its Authorised dealer with valid Authorization certificate and from Banks empaneled vendor.
3. e-Tenders (Part-I & Part-II) should be submitted on MSTC Portal from **October 27, 2023 to November 24, 2023**.
4. satisfy the Bank; the Bank reserves the right to refuse issuance of e-Tender / documents to them.
5. E-Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on **October 27, 2023**. Part I of the e-Tender will be opened at 3:30 p.m. on November 24, 2023. Detailed guidelines on the process to submit e-Tender by the vendors have been mentioned in Annexure 1 following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with supporting documents, if any of the contractors is not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

Tender in prescribed format shall be submitted in two parts on MSTC portal. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work. The EMD of ₹26,440/- (Rupees Twenty Six Thousand Four Hundred Forty only) should be submitted through NEFT transfer to Reserve Bank of India, New Delhi in **Beneficiary Name - Reserve Bank of India IFSC: RBIS0NDPA01 Account No: 186004001**
6. Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents if submitted through NEFT or by a demand draft issued by a Scheduled Bank in favor of 'Reserve Bank of India, New Delhi' Or in the form of an irrevocable bank guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender-form have to be submitted on MSTC portal
7. The documents pertaining Part-II (Price bid) shall be opened of the eligible Tenderer on a subsequent date which will be intimated to the Tenderers.

8. 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 there for.

New Delhi

Date: -----, 2023.

Sd/-
Regional Director (New Delhi)

SCHEDULE OF TENDER (SOT)

1. e-Tender No.	RBI/Delhi Regional Office/Estate/7/23-24/ET/152[SITC of 01 Precision AC MOB]
2. Name of the Work:	Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi
3. Mode of Tender:	e-Procurement System, online (Part I – Techno-Commercial Bid and Part II - Financial Bid) through the website https://www.mstcecommerce.com/eprochome/rbi
4. Date & time from which NIT (along with complete tender documents) will be available to the parties to download at website https://www.mstcecommerce.com/eprochome/rbi	On October 27 , 2023 from 16:00 hrs.
5. Date and venue of the Pre-Bid Meeting (offline)	On October 31, 2023 at 11 AM. Venue: - Estate Dept. Reserve Bank of India, 1st Floor, 6, Sansad Marg, New Delhi – 110001.
6. Estimated cost of the work:	Rs.13,22,000/- (Rupees Thirteen Lakh Twenty Two Thousand Only)
7. Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of ₹ 26,440 /- shall be deposited by all the tenderers through Demand Draft / Bank Guarantee / NEFT in favour of Reserve Bank of India, New Delhi in Beneficiary Name- Reserve Bank of India IFSC: RBIS0NDPA01 Account No: 186004001. Please mention your company name in NEFT transaction remarks.
8. Last date of submission of NEFT transaction details / Bank Guarantee for EMD	Before 15:00 hrs., on November 24, 2023
9. Performance Bank Guarantee (PBG)	5% of Contract amount.

10. Time allowed for completion of the work which shall be reckoned from the 10th day of issue of the letter of acceptance of tender.	8 Weeks
11. Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/eprochome/rbi	On from October 27, 2023 at 16:00 hrs. onwards
12. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	On, November 24, 2023 up to 15:00 hrs.
13. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	On, November 24, 2023 at 15:30 hrs.
14. Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated through system generated mail / message.
15. Transaction fees	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
16. Tender fees for download from portal	Nil.

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5.	Section-V. The condition herein before referred to
6.	Section-VI. Check list.
7.	Section-VII. Technical specifications
8.	Annexure A - Schedule of Technical Information
9.	Annexure B - Format for undertaking Product & Maintenance Support
10.	Annexure C - Proforma for Banker's certificate
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12.	Annexure E - Proforma for Bank guarantee in lieu of earnest money deposit
13.	Annexure F - Proforma of Bank guarantee for security deposit

Section I
Form of e-Tender

Place _____

Date _____

To,

The Regional Director
Reserve Bank of India
Estate Department,
New Delhi

Dear Sir / 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 Tenderers 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 (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi.
(b)	Estimated cost	Rs.13,22,000/- (Rupees Thirteen Lakh Twenty Two Thousand Only)
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs. 26,440/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of e-Tender.	8 weeks

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed proforma (Annexure J).
3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs.26,440/-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The e-Tender is submitted will be online.

Dated this _____ day of _____
2023 (Two Thousand and Twenty Three).

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with
name, address and date

(2) Signature with
name, address and date

Section II

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India,having its Central Office at Mumbai (hereinafter called "the Bank") of the one part and _____ (hereinafter called "the Contractor") on the other part, and collectively referred to as 'parties'.

WHEREAS the Bank is desirous of **Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi**

AND WHEREAS, the Bank had issued Tender No. _____ dated _____ (hereinafter called the "the Tender") and the bid submitted by the Contractor has been duly accepted by the Bank

AND WHEREAS the Drawings from Numbers _____ to _____, the specifications, and the schedule of quantities, as stated in the Tender, 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 -

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

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

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

previous decisions or approval or direction given or expressed in writing by the architect for the time being.

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

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

2.5 This Contract is deemed to be Item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the e-Tender documents.

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

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

2.7.1 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions and to complete the entire work **within 12 (twelve) weeks from issue of work order from 10th (tenth) day of the issue of the work order** subject nevertheless to the provisions for the extension of time.

2.7.2 All payments by the Bank under this Contract will be made only at Reserve Bank of India, New Delhi.

2.7.3 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in **New Delhi** and only courts in **New Delhi** shall have jurisdiction to determine the same.

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

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

	two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
--	-------------------------------------------------------------------------------------------------

SIGNED AND DELIVERED by Reserve Bank of India, _____

(Name and Designation)

In the presence of -

Witnesses –

1. _____

Address _____

2. _____

Address _____

If the party is a
partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of -

Witness -

1. _____

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

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

In the presence of -

Witness –

1. _____

2. _____

If the Contractor
signs under common
seal, the signature
clause should tally
with the sealing
clause in the articles
of association.

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

1. _____

2. _____

If the Contract is
signed by the hand
of power of attorney,
whether a company or
an individual.

SIGNED AND DELIVERED BY -
the Contractor by the hand of
Shri _____

and duly constituted attorney.

Section III

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

3.1.1 e-Tenders are invited for Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi for an estimated cost of Rs.13,22,000/- (Rupees Thirteen Lakh Twenty Two Thousand Only) from eligible firms. The Bank wishes to go for Procurement of 1 Nos. Precision Air Conditioning Units for Main Office Premises, New Delhi and accordingly invites e-Tenders from OEM or its authorised vendor and Banks empanelled vendor.

3.1.2. Eligibility Criteria:

Tenders will be issued to only OEM or its Authorised dealer and Banks empanelled vendors.

3.1.2 e-Tender submission:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Prices", respectively. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures and to be uploaded in Banks website.

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

3.3 e-Tenders (Part I and Part II) for “Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi” should be submitted only online by 15:00 PM of November 24, 2023.

3.4 a) The e-Tender should be uploaded online within the stipulated time / date i.e. 3:00 P.M November 24, 2023.

b) On receipt of intimation from the Bank of the acceptance of his / their e-Tender, the successful Tenderer shall be bound to implement the contract and within fourteen days thereof. The successful Tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a e-Tender will constitute a binding contract between the Reserve

Bank of India and the person so Tendering whether such formal agreement is or is not subsequently executed.

c) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.5 Part I – Technical & Commercial

3.5.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified and documents and commercial terms and conditions. Earnest money, however, needs to be deposited in person in case of Bank Guarantee to Estate Dept, Reserve Bank of India, 6, Sansad Marg, New Delhi 110001 on or before 3:00 p.m on November 24, 2023.

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

- a) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the e-Tender documents.
- b) List of deviation, if any, in commercial/technical specification.
- c) A letter from the OEM, authorising the bidder to participate in the e-Tender along with a copy of the agreement with the OEM.
- d) **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.
- e) The e-Tenderer should have maintenance set-up at New Delhi or NCR.
- f) Technical data sheet as given under [Annexure-A](#) shall be filled up giving full information.
- g) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from two clients in the attached format, for whom similar works is executed) and Banker's certificate to be uploaded in MSTC portal.

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

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

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

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

3.6 Part II - Price

Part II containing price bid, which has to be filled online line.

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). Change of terms & conditions and technical deviations, if any, found in e-Tender will not be taken into account and will be treated as null and void.
- (b) No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.
- (c) The rates quoted shall be deemed to be for the finished work 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 and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

3.7 Opening of e- Tender

Part I of the e-Tenders will be opened on November 24, **2023** at 1530 hrs. in the presence of Tenderers. Price bid (Part II) of only those e-Tenderers who are found eligible after scrutiny of their Part I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Tenderers. The Tenderers are advised to remain present during the opening of Part I and Part II of the e-Tenders.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include the following.

- Delivery of all equipment's, materials for the captioned work to Bank's site at RBI, New Delhi including insurance, packing, handling, transporting, loading / unloading etc. at site.
- Installation, Testing, Commission of Precision Air Conditioning System and handing over the system to Bank.

- Providing regular Inspection and Upkeep of system inclusive of periodic service etc.
- 3.9.2 The Tenderer should indicate 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:
- 3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.
- 3.9.4 Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the system.

3.10 Validity of e-Tender

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

3.11 Lowest e-Tender Not Necessarily to Be Accepted

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

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

- 3.12.1 All Tenderers shall deposit Earnest Money of **Rs. 26,440/-** by a NEFT / demand draft drawn in favour of Reserve Bank of India, payable at New Delhi, from any Scheduled Bank. The Earnest Money Deposit (EMD) is also acceptable in the form of Bank Guarantee in the approved format. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque. EMD will be released on submission of Performance Bank Guarantee of 5 % of the contract value as Security deposit.
- 3.12.2 All compensation or other sums of money payable by the Contractor to the Bank 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.

3.12.3 The Tenderer shall furnish a separate **Bank guarantee of 10% of the CAMC contract** value as Security for due fulfilment of terms of AMC and obligation of defects liability period from the date of commissioning and handing over of the works as specified in the e-Tender to the Bank. The amount of Bank Guarantee will be valid for one year. After one year, amount of Bank guarantee will be reduced by ten percent (10%) of initial value every year for further 9 (Nine) years.

3.12.4 Performance Bank Guarantee:

The contractor shall submit a Performance Bank guarantee for amount equal to 5% of accepted contract value during execution of agreement with Bank which will be valid for entire period of currency of contract for due fulfilment of contractual obligations.

3.13 Terms of Payment

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

- 1) 60% of the quoted rates after receipt of the material at site 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 as per e-Tender conditions.
- 2) Balance 40% of the quoted rates against erection and testing, commissioning and handing over of the entire system and submission of BG.

3.14 Taxes

3.14.1 The prices quoted shall be deemed to have GST taxes. If the Tenderer fails to include such taxes and duties in the e-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.

3.15 Insurance

The contractor should submit Insurance, within 10 (ten) days from the date of issue of work order, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the former i.e. RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Bank" 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 Bank may so ensure 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 Bank 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.

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakh per accident.

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.

3.16 **Completion Period**

3.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued.

3.16.2 **Damages for non-completion**

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay **liquidated damages (LD)** as defined in "Appendix herein before referred to" the contract at the 0.25 percent per week of contract value for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Bank may deduct such damages from any money due to the Contractor.

3.16.2 The contractor shall submit a **Bar Chart** for completion of the work within the contractual completion period from the tenth 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.

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

3.17.1 **Warranty/ Defects Liability Period.**

3.17.2 (a) The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year from the date of virtual completion. During this period any defect observed in the system shall be rectified within 01 day of the observation without any additional cost to the Bank.

(b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be bi-monthly or more depending upon the weather conditions.

(c) **Penalty for delay in rectification of fault during DLP:**

There will be a penalty of Rs.500/- per day subject to maximum of 10% of the annual maintenance charges, if the defect in the system is not rectified within the period of 1 days during the DLP period. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

3.18. Comprehensive Annual Maintenance Service Contract (CAMSC) after DLP period

(a) The Tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include the charges for the insurance of the workmen for carrying out the above job and service tax for maintenance shall be quoted in respective column in the BOQ.

(b) The system shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be Quarterly or more depending upon the weather conditions.

(c) The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, consumables etc. during service contract period. Any defects in the system/sub-assemblies, found within the AMC period, shall be rectified / replaced by the Tenderer without any additional cost to the Bank

(d) Penalty for delay in rectification during CAMS:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 1 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.500/- per day subject to maximum of 10% of the overall annual maintenance charges, if the defect in the system is not rectified within the period of 1 days during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

(e) Payment of service charges during comprehensive annual maintenance service (CAMS):

The payment during the CAMS period shall be **made on quarterly basis** on rendering satisfactory service.

(f) The service contract shall be renewed for a further additional period of at least 8 years after DLP of 1 year and the initial annual service contract period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$AC = AP [(15+60 \times (EPIC/EIP) + 25 \times (CPIC/CPIP))] \times (1/100)$	
AC	The contract amount for the current year.
AP	The contract amount for the previous year.
EPIC	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EIP	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

The successful Tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

3.19 **Packing and Despatch**

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's office building and residential building, New Delhi.

3.20 **Signing of Contract Agreement**

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

exchanged between the Bank and the Tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

- 3.20.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 3.20.3 The e-Tender submitted on behalf of a firm shall be signed by the contractor (in case of individual), all the partners of the partnership firm/directors of the company or a partner/director who has the necessary authority on behalf of the firm/company to enter into the proposed contract. Otherwise, the e-Tender may be rejected.
- 3.20.4 On receipt of intimation from the Bank of the acceptance of his/their e-Tender, the successful Tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a e-Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed.
- 3.20.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor

3.21 **Sufficiency of Schedule of Quantities**

- 3.21.1 The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness and sufficiency of his e-Tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates

and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

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

3.22 **Language**

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

3.23 **Right to Accept Part e-Tender**

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

3.24 **Evaluation of e-Tender**

e-Tenders will be evaluated based on capital cost of the system and considering the effect of comprehensive annual maintenance service charges (CAMSC) for 09 years additional one-year DLP. e-Tenders will, therefore, be evaluated based on the total owning cost for 05 years which will be arrived at as under:

Total owing cost = Quoted capital cost + NPV of service contract charges for 9 years
= Quoted capital cost + Quoted charges for Comprehensive maintenance service contract per annum x Multiplying Factor (MF)
(MF = 7.047)

For calculating the NPV of service contract charges, the following factors have been applied:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of contract	10 years (9 years CAMC + 01 years DLP period) from the date of handing over of the system.

(d)	Payment terms for annual maintenance contract.	Quarterly payment after satisfactory completion of service
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3.25 Other Issues

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

3.26 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 Bank. Each e-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 totalled in order to show the aggregate value of the entire e-Tender.

3.27 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 Bank does not accept liability for any sum besides the e-Tender amount, subject to such variations as are provided for herein.

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

3.29 **Minimum wages to the workmen:** The contractor shall ensure that minimum wages 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 Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.32 **Pre-Bid Meeting:** e-Tender briefing meeting of the intending Tenderers will be held offline at 1100 hours on October 31, 2023 in Estate Department, New Delhi to clarify any point/doubt raised by them in respect of the e-Tender. No separate communication will be sent for this meeting. All the intending Tenderers are advised to be present and study the e-Tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed and all the Tenderers will be advised suitably. The Tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's e-Tender conditions/specifications in their technical (Part I) and Price bids (Part II).

Date:

Signature of the firm

Place:

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

Section (IV)

Safety Code

1. The contractor shall provide necessary face masks, globes and other necessary protective coverings to his workers as advised by the government to contain spread of COVID-19 during pandemic.
2. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place by the Contractors.
3. An injured person shall be taken to a public hospital without loss of time by the Contractor, in cases where the injury necessitates hospitalisation.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
5. 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.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials (such as asphalt, cement, mortar or concrete, lime mortar, cleaning materials, paints & primer etc.) shall be provided with protective footwear, rubber hand-gloves, etc.
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. All the workers shall wear helmet & safety belts while working at site.
13. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
14. 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.

15. This is an occupied premises and access to site will be provided based on convenience of the Bank.

Place:

Signature of Contractor with Seal

Name & Address

Date:

Telephone / Mobile No.

FIRE SAFETY CODE

- 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. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- vii. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- viii. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- ix. None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- x. None of the fire extinguishers shall be removed/shifted from its designated location.
- xi. Power supply shall be switched off from the mains when equipment is not in use.
- xii. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the tenderer:

Date:

Address:

Section-V

The Conditions Hereinbefore Referred To

Interpretation Clause		
1	In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.	
	a	“the Bank” Shall mean The Reserve Bank of India and shall include its assigns and successors.
	b	“Contractor” (in the case of a partnership) “Contractor” shall mean _____ and _____ trading in the name _____ and style _____ of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
		(in the case of individual) “Contractor” shall mean Shri _____ trading in the name _____ and style of _____ and shall include his heirs, successors and legal representatives.
		(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 Buildings and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
	d	“This Contract” Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
	e	“Notice in Writing” Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.

	f	“Act of Insolvency”	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
	g	“Net Prices”	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of 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 accounts shall be held to mean rates or prices so arrived at.
	h	“The Works”	Shall mean the Supply, Installation, Testing & Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units in MOB, RBI, New Delhi as provided herein.
Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.			
Scope of Contract			
2	The work includes the supply, installation, testing and Commissioning of wall mount Precision air conditioning units as specified. 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 Employer. The Bank may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “Employer’s Instructions” in regard to		
	a	The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.	
	b	Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings 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 inspection of any work covered up.	
	g	The amending and making good of any defects under Clause 19 & 20 hereof.	

	<p>The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Bank, such shall be deemed to be Bank's instructions within the scope of the Contract.</p> <p>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 Bank shall not be liable for payment of such variations until these statements are sanctioned by him.</p>
3	<p>The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.</p>
4	<p>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.</p>
Authorities, Notices and Patents	
5	<p>The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and byelaws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or byelaws, in question, and any variation so necessitated shall be dealt with under Clause No. 26 thereof.</p> <p>The Contractor shall bring to the attention of the Bank, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p> <p>The Contractor shall indemnify the Bank against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all</p>

	royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
Setting out of work	
6	The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of two 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 Employer.
Materials and workmanship to conform the descriptions	
7	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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.
Contractor's superintendence and representative on the works	
8	The Contractor shall give all necessary personal superintendence during the execution of the works, and as 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 at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.
Removal of Workmen	
9	The Contractor shall on the request of the Bank, immediately remove from the works, any person employed thereon by him who may, in the opinion of the Bank, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Bank.
Access to Works	
10	The Bank and their respective representatives shall at all reasonable times have free access to the works and/or 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 and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
Bank's Engineer	
11	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.

	<p>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.</p>
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Assignments and Sub-lettings

12	<p>The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign, or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.</p>
	<p>No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.</p>

Schedule of quantities

13	<p>The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.</p> <p>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</p>
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	as ascertained under Clause 16 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.
Sufficiency of Schedule of Quantities	
14	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
Measurement of Works	
15	<p>The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.</p> <p>Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorised extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.</p>
Prices for extra etc. ascertainment of	
16	<p>The Contractor may, when authorised by the Bank, 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 authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing</p> <p>No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14, 22 & 23 hereof with the concurrence of the Bank as herein</p>

	<p>mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.</p> <p>(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.</p> <p>(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 the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.</p> <p>(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances he shall think reasonable and proper.</p> <p>(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.</p> <p>The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.</p>
Unfixed material when taken into account to be the property of the Bank	
17	Where in any Certificate (of which the Contractor has received payment) the Bank has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Bank 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
Removal of improper work	
18	<p>The Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Bank are not in accordance with the Specifications or the instructions of the Bank, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Bank shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Bank from any moneys due, or that may become due, to the Contractor.</p>
Defects after virtual completion	
19	<p>Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 1 year after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Bank may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank from any moneys due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Bank equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have</p>

	<p>incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Bank as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Bank .</p>
Certificate of Virtual Completion and Defect Liability Period	
20	<p>The works shall not be considered as completed until the Bank has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.</p>
Nominated Sub-Contractor	
21	<p>All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Bank r are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Subcontractors.</p> <p>No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing. (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.</p> <p>(b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Subcontractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.</p> <p>(c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same 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.</p>

Other persons employed by the Bank

- 22** The Bank reserves the right to use the Estate and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work

Insurance in respect of damage to person and property

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

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

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Bank in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to the other rights of the employer against contractor in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by

	<p>the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.</p> <p>The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.</p> <p>Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said subcontractor.</p>
Insurance	
24	<p>The contractor shall, within 14 days from the date of award of works, insure the works at his cost and keep them insure 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 "Bank" only. The contractor shall deposit the policy and receipts for the premium with the Bank within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Bank 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,</p>

	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.
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Date of Commencement and Completion

25	The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the 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 Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.
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Damages for Non-completion

26	If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time under Clause 37 hereof and the Bank certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Bank to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."
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Delay and Extension of Time

27	If in the opinion of the Bank , 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 neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of the Bank's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the
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	<p>building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Bank r for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.</p> <p>If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the Bank (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the Bank, the provision of liquidated damages as stated under clause 36 will become applicable.</p> <p>Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.</p>
Failure of Contractor to comply with Bank's instructions	
28	<p>If the Contractor after receipt of written notice from the Bank requiring compliance within ten days fails to comply with such further drawings and the Bank r 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</p>

	recoverable from the Contractor by the Bank as a debt or may be deducted by him from any moneys due to the Contractor.
Termination of Contract by the Bank	
29	<p>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 insolvency resolution or compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Resolution Professional or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank . Or</p> <p>if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,</p> <p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained,</p> <p>Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,</p> <p>Or</p> <p>if the Bank determine that the Contractor</p> <ul style="list-style-type: none"> (i) has abandoned the Contract, or (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Bank notice to proceed, or (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Bank under these Conditions or

(v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

	Bank , as the case may be, and the decision of the Bank shall be final and conclusive between the parties.
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Termination of Contract by the Contractor

30	<p>If payment of the amount payable by the Bank under certificate of the Bank's engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the works be stopped for 30 days under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank , payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.</p> <p>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 26 hereof.</p>
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Certificates and Payments

31	<p>The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Bank may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the Bank in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Bank at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Bank of any certificate during</p>
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	<p>the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank might have certified in any interim bill and paid by the Employer, and which might subsequently be discovered as not payable and in this respect the Bank 's decision shall be final and binding.</p> <p>The Bank shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.</p> <p>The Bank may by any Certificate make any correction in any previous certificate which shall have been issued by him.</p> <p>Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.</p>
Delayed Payment	
32	Any amounts payable by the Bank to the Contractor if not paid within the "Period for honouring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Bank until the payment.
Drawings, Schedule of Quantities & Agreement	
33	The Contract shall be executed in duplicate, and the Contractor shall be entitled to one executed copy for his use. The Contractor shall pay applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Bank all Drawings and Specifications.
Work Sequence	
34	The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time period starts

	from the date work order is received from the Bank. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.
Contractor's use of Estate	
35	<p>The site of the work is an occupied Bank's premises. Contractor's use of Estate shall be subject to following: -</p> <ul style="list-style-type: none"> • Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions. • Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer. • Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate. • Move stored products which interfere with operations of building or the operations of other trades. • Obtain and pay for use of additional storage or work areas needed for operations.
Contractor to provide everything at his cost	
36	<p>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 same to the Bank who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.</p>
No disruption to normal office functions	
37	<p>This project is to be executed in an existing occupied building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging,</p>

	scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.
	If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Bank dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building etc. The Contractor shall perform such works during Employer dictated hours and shall include all costs in its tender.
	The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Bank of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.
Protection of work and property	
38	The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Bank .
	The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.
Settlement of dispute by arbitration	
39	All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written

notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to

	<p>arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.</p> <p>The venue of arbitration shall be place the centre/ city in which the work is being executed.</p>
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Right of technical scrutiny of final bill

40	<p>The Bank shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Bank to recover the sum.</p>
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The Bank entitled to recover compensation paid to workmen

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

42	<p>If at any time after acceptance of the tender, the Bank shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any</p>
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	payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
Return of surplus materials	
43	Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Bank by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Bank and return it to the Bank, if required by the Bank, at the price to be determined by the Bank having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Bank for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.
Right of the Bank to terminate Contract in the event of death of Contractor, if individual	
44	Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.
Accident Reports	
45	In the event of accidents of any kind, the Contractor shall furnish the Bank with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.
Progress of Work	
46	Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.

47	The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.
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Non- Disclosure Clause

48	<p>The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments 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 Bank. The contractor shall indemnify the Bank for any loss suffered by the Bank 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 Bank shall be entitled to claim damages and pursue legal remedies.</p> <p>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.</p>
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Prevention of Sexual Harassment of women at workplaces:

49	<p>The Contractor shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013"</p> <p>a. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Firm and the firm shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>b. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the firm shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p>
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	<p>c. The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the firm is proved.</p> <p>The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p>
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Errors, Omission and Descriptions:

50	<p>(a) Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.</p> <p>(b) In case of any discrepancy in rate quoted and amount of the item, the tender shall be evaluated as follow:</p> <p>(i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.</p> <p>(ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.</p> <p>(iii) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount. (c) Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.</p> <p>(d) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Bank whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.</p>
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Adherence to provisions of various Statutes/Laws:

51	<p>a. The Contractor shall be responsible to adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, 1948 Equal Remuneration Act, 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity</p>
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Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them and rules made there under.

b. The Contractor will be fully responsible during the course of the contract for due fulfilment of the requirements of the above stated laws, Act, etc. The Bank shall not be held responsible for acts, commissions or omissions of the firm and shall in no way made liable to the labourers engaged by the firm. Proof of wages paid should be submitted to the Bank periodically.

Bank entitled to recover compensation paid to workmen: If, for any reason, the Bank 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 workmen employed by the Contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

Place:

Date:

Signature of the Tenderer with Seal.

The condition Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion Certificate
2.	Period of Final Measurement	8 weeks
3.	Date of Commencement	10 th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Rate of liquidated damages for non-completion of work.	0.25 percent of contract value per week of delay subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs. 10.00 lakh
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Place:

Seal & signature of Contractor

Date:

SECTION-VI

Check List

Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi

Commercial Conditions

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	Rs.26,440/- (Rupees Twenty Six Thousand Four Hundred Forty only)	
3	Terms of payment	As per applicable clause in Part I of the e-Tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Service after sales during CAMSC	Quoted rates shall include the cost of repairs/maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and bi-monthly visit.	
7	Completion period	8 weeks from 10th day of letter of award of work.	
8	Liquidated damages	0.25 percent of contract value per week of delay subject to a maximum of 10% of the contract value.	

Part II 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

Schedule of Commercial Deviations

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

[illegible]

Seal & Signature of Tenderer

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 are acceptable to us.

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

Seal & Signature of Tenderer.

Name

Designation

Date

Section - VII
Technical Specifications

7.0 Scope of Work

Scope of work comprises the supply, installation, testing and commissioning of Precision Airconditioning Systems.

7.1 Cabinet Construction

- The frame and panels shall be constructed of heavy gauge corrosion resistant sheet steel and have modular construction and hinged doors.
- The cabinet shall be powder coated and have a textured finish.
- The cabinet Shall be provided with double skin side panels on all four sides with inner panel of minimum thickness of 0.8mm and outer panel of thickness of 1.0mm

7.2 Refrigeration Circuit

- The refrigeration system shall be of the direct expansion type and each unit must incorporate hermetic scroll compressors having independent evaporator coil circuit and outdoor unit. Compressors will be with necessary protection devices and valves complete. The system shall include auto reset HP control and LP switch, filter drier and charging port. A thermal expansion valve, sight glass and filter drier shall be provided in each circuit. Additionally, the system must be provided with vibration absorbers on the suction & discharge side of compressor piping to minimize chances of any leaks due to compressor vibrations during start / stop cycle; this must be in addition to the anti -vibration mounts provided for the compressors.
- Hot gas bypass is not required since the load in the server room / Data centre remains constant and the units are designed for 100% capacity load.

7.3 Evaporator Coil (Dx)

- The evaporator coil shall be constructed of rifled bore copper tubes and louvred aluminium fins, with the aluminium / GI frame. The coil should be straight/ slant coil configuration and drip tray should be fabricated from heavy gauge steel with powder coating to avoid corrosion. The drip trays must be double angled for condensate flow and

easily removable for cleaning. The cooling coil shall be of suitable rows deep and designed for high sensible cooling.

7.4 Compressor

- The compressor shall be of the high efficiency complaint fixed scroll design with an EER of not less than 11.1 BTUH/watt (COP of not less than 3.25) at ARI rating conditions. Each compressor shall have in-built overloads, HP and LP controllers and mounted on vibration isolators. Compressor can be single / double of the required capacity as per manufacturer standard.
- Crankcase heaters are not required as the compressor is mounted in the indoor unit. Compressors should be without Rota lock valves as Ball valves are provided in the refrigerant circuit for service purpose. Digital scroll compressors which are generally used in comfort application i.e. (VRF/ VRV) where the load is fluctuating and hence these compressors should not be quoted for the Data centre/ Server room application.

7.5 Vibration Absorber

- All units must have vibration Absorbers in compressor suction & discharge lines to prevent cracks on high pressure copper pipelines during start/stop cycle of the compressor.
Power Monitoring Switch
- All units must be provided with CE certified main power line supervisor switch to monitor under voltage / over voltage / phase reversal of incoming power supply. Provision of one common power monitoring device in electrical panel will not be acceptable. The switch provided must be of reputed make and complying with EU norms.

7.6 Fan and Motor:

Unit must be provided with direct drive backward curved fans each running with DC drive electronically communicated motors, the fans should be aligned and balance statically and dynamically. The fan speed must be controlled based on the room return air Temperatures and also must have automatic speed control without manual intervention. The **fans** can be one /two/ three no's as per the manufacturer's standard. Units with latest innovative EC fan technology with "composite "Blade material will be preferred. Composite blade EC fan saves more energy compared to Standard EC fan with aluminium blade. Units shall be factory balanced in accordance with Section 15071, Mechanical Sound and Vibration

Control. Only direct drive fans to be provided in offered units and centrifugal fans with belt drive is strictly not acceptable. Noise Level: 70 db from 1 MT of unit in free field conditions.

Accessibility: Service Area:

- The unit shall be accessed from front which will be enabling to access all the main components of the machine from the front for installation purposes and routine servicing.
- The unit shall be serviceable from the front with a maximum service space required of 1 mtr. Electrical Heating
- The heating circuit shall include dual safety protection through loss of air and high temperature controls.

7.7 Humidification

- Humidity shall be achieved by using Immersed-electrode type humidifier by which steam shall be produced and the steam shall be distributed evenly into the bypass air-stream of the process cooling unit. The Humidifier operation should have periodic flushing cycle. The Humidifier should guarantee a perfect efficiency with low energy consumption and greater durability of components. The humidifier shall be fully serviceable with replaceable electrodes.
- Steam humidifier with 3 phase electrodes having function of auto drain and proportional control for capacity complete with steam supply and water drain hose pipe. De-Humidification.
- De- Humidification to be achieved by controlling the evaporator fan speed. De-humidification done via split coil and solenoid valve is an out dated practice and not recommended for the latest generation Precision units.

7.8 Filtration

- Filtration level should be of 90% - 10 microns. Filter should be of HDPE media & washable type. Filters with combustible / dry disposable media are strictly not accepted. Electrical Panel Control cabinet to be provided with Type 2 enclosure, with grounding lug, combination magnetic starters with overload relays, circuit breakers and cover interlock, and fusible control circuit transformer.
- The electric panel provided for the unit must be equipped with main incoming power isolation switch, additionally the unit must be provided with under voltage / over voltage / phase reversal / single phasing protection, all three phase motors must be operated only

via 24V coil voltage contactors and MPCB's, additionally step down transformer must be provided for power supply to the unit controller. The electrical panel must also be providing with relay block for common alarm.

7.9 Air Cooled Condenser

- The condensers shall be factory matched to provide an operating range of (-) 5 °C to 45°C ambient. Condensers shall be suitable for 24 hour operation and be capable of providing vertical or horizontal discharge.
- The condenser frame shall be constructed from heavy duty steel with powder coating to avoid corrosion and incorporate a copper tube and aluminium fin coil.
- The coil shall be a maximum of 6 rows deep, with a minimum fin spacing of 2.0 mm with a maximum face velocity of 3.6 m/s.
- The condenser fans shall be direct drive axial type operating at not more than 1440 rpm variable voltage electric motors. Electronic Fan Speed Controller for Condenser fans
- The condensers must be provided with electronically controlled fan speed controllers, the speed of fans must be controlled based on refrigerant pressure monitoring.

7.10 Micro Processor Controller

- Each Air conditioners should have single microprocessor with following controls: Control Type The controls shall be a microprocessor programmable logic controller. The controls shall have separate indication of operating modes (cooling, heating, humidifying and dehumidifying), alarm conditions (temperature high, loss of sensor, compressor HP & LP, wet floor, no air flow and low humidifier water). The display and indication shall be visible on the front without removing any external panels. Local and remote alarms will be triggered if an alarm condition is reached. Each unit must be provided with large screen GRAPHICAL DISPLAY and additionally the controller must have feature of DUAL SET POINT programming.
- The control should have an auto-restart feature which will return the unit to normal operation resumption of mains power.
- Automatic load / time and alarm sequencing function to be performed by the unit.
- Microprocessor must have output point for ON/OFF of motorized damper and must be suitable to be integrated with fire point for unit shut off incase receiving signal from fire panel or fire detectors.

- The unit controller must have option of {DUAL SET} point for energy saving i.e. customer must have the option to set two independent set points for the unit based on operational requirements and energy saving concepts. Display: In normal operating mode the screen should display unit number, temperature and relative humidity set points and actual, operating status. The unit must have a large screen LCD display on controller with user friendly menus and minimum two level password protections. RS485 interface port for BMS compatibility with ModBus RTU protocol is required.

7.11 Alarms:

Following alarms should be available:

1. Temperature High / Loss of Sensor
2. Compressor 1 High / Low Pressure
3. Compressor 2 High / Low Pressure
4. No Air flow
5. Low Humidifier Water.
6. Temperature high / low
7. Humidity high / low Safety Protections:

The unit shall also incorporate the following protections: a) Single phasing preventers. b) Reverse phasing c) Phase unbalancing d) Phase failure e) Overload tripping (MPCB) of all components f) Wet Floor Sensor Safety Interlocks: Operation of heaters & humidifiers shall be possible only when blower fan is in operation. Sequencing: The sequencing should be feature of the PAC units. The units shall be designed to work for equal no of run hours also in case of fault the standby unit should start.

7.12 Microprocessor Controls:

Following information shall be available on the display on the units:

- a) Room temperature and humidity.
- b) Supply fan working status.
- c) Current date and time.
- d) Electric heaters working status.
- e) Manual / Auto unit status.
- f) Temperature set point.
- g) Humidity set point.
- h) Working hours of main component i.e. fan, heater, humidifier

i) Unit working hours.

j) Modes of operation (cooling, heating, humidification, de-humidification,).

k) The last 10 intervened alarms.

The Microprocessor shall be able to perform following functions: a) Password for unit calibration values modification. c) Automatic reset of program. d) Cooling capacity control. e) Compressor starting timer f) Date & time of last 10 intervened alarms. g) Start / Stop status storage by switch

7.7 Approved Make

Make / Model Approved by the Bank	Make offered by the firm <i>(to be mentioned by the bidder)</i>
i) Emersion-Libert ii) Stulz iii) Uniflair- Aircon India Pvt. Ltd. iv) Blue Box Air Engg. (India) Pvt. Ltd.	

Date

Seal & Signature of Tenderer.

Name and Designation

ANNEXURE-“A”**SECHUDLE OF TECHNICAL DATA SHEET: TO FURNISHED BY THE BIDDER**

Sr No	Technical Specification	Data to be filled by the bidder	Make of the AC Unit
1	Name of the Compressor Manufacturer		
2	Model No		
3	Manufacturer data sheet (containing drawing, technical data, performance, general, mechanical and electrical characteristics) submitted with the offer		
4	Type of compressor Variable capacity (Digital Scroll/Inverter Control)		
5	Refrigerant		
6	Evap (deg F)/Cond(deg F)		
7	Capacity (Btu/Hr)		
8	Power (Watts)		
9	EER (Btu/Wh)		
10	Motor Supply		
11	Motor Protection		
12	Manufacturer Manual for installation and commissioning submitted with offer		
13	No of Compressors		
14	Air Circulation (m ³ /Hr)		
15	Noise Level (Indoor)		
16	Noise Level (outdoor)		
19	Dimension (Indoor)		

18	Dimension (outdoor)		
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Seal & Signature of Tenderer.

Name

Designation

Date

Format for undertaking for product & maintenance support

(To be submitted by the e-Tenderer)

NAME OF WORK: Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the e-Tender document for the above mentioned work or part thereof, we (*full name of the firm with address*), hereby undertake the complete responsibility for providing full product support and also maintenance support for the entire period of the designed life of the equipments so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to the RBI, as and when required in connection with the equipment to enable the RBI to procure spare parts from other sources.

Thanking You

Yours faithfully,

(Signature of the Contractor with Company's Seal)

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (e-Tenderer's name hereinafter referred to as 'Tenderer'), registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with for Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi and the specifications and terms and conditions enclosed therein.

WHEREAS the e-Tenderer as per clause No. _____ Section II of Instructions to e-Tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above e-Tender made by the e-Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the e-Tenderer is bound to deposit with the Bank by way of earnest money in connection with his e-Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the E-Tenderer after submitting his e-Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the E-tenderer for Supply, Installation, Testing and Commissioning (SITC) of 2 Nos Precision Air Conditioning Units at Main Office Premises, New Delhi. The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the e-Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said e-Tender or showing of any indulgence by the Bank to the e-Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of

(Banker's Name and Seal)

Branch Manager

(Banker's seal)

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

The Regional director
Reserve Bank of India
Estate Department
New Delhi

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by Messrs _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air Conditioning Units at Main Office Premises, New Delhi as per their e-Tender dated _____ and your Special Conditions of Contract and other e-Tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows:

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

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

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees

heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said e-Tender or showing of any indulgence by the Bank to the E-Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of
(Bankers Name & Seal)

BRANCH MANAGER
(Bankers Seal)

Address -----



संपदा विभाग
Estate Department
भारतीय रिजर्व बैंक,
Reserve Bank of India, New Delhi
E-Tender For

Supply, Installation, Testing and Commissioning (SITC) of 1 Nos. Precision Air
Conditioning Units at Main Office Premises, New Delhi

PART II

(Price Bid)
(To be quoted only in MSTC Portal)

Name of Tenderer: _____

Address: _____

Date of Pre Bid Meeting : October 31, 2023 at 11:00 a.m.

Due date and time for Submission of tender: November 24, 2023 up to 3:00 p.m.

Date of opening of Part- I of tender : November 24, 2023 at 3:30 p.m.

Venue : Estate Department, New Delhi

NOTE:

- i) No enclosures are allowed
- ii) Conditional discounts will not be considered
- iii) No deviation is to be accepted
- iv) Rates/ amounts to be filled only through e-tendering

Estate Department
1st floor, Reserve Bank of India, 6, Sansad marg, New Delhi-110001, New Delhi

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Part-II (Price Bid)

(To be quoted only in MSTC Portal)

Name of work: - Supply, Installation, Testing and Commissioning (SITC) of 1 Nos.

Precision Air Conditioning Units at Main Office Premises, New Delhi

Sr. No.	Description of Items	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1.	Supply of Factory built floor mounted Precision AC units of at least 5TR capacity comprising of Scroll compressors, DX evaporator coil with high efficiency copper tubes, thermostatic expansion device & distributors, with Electronically commutated (EC) motor, air-cooled condenser suitable for ambient temperature, stands for indoor & outdoor units etc. complete with microprocessor control as per technical specification mentioned in Part-I of the tender.	1	Nos.		
2.	Installation, Testing and commissioning of Precision Air Conditioning AC units.	1	Nos.		
3.	Refrigerant piping interconnecting condensing unit and indoor units using suitable diameter copper tubes for suction lines and suitable diameter copper tubes for liquid lines duly insulated with 9 mm thick thermo foam.(Between indoor and outdoor unit) for item at Sr.No.1 above, as per the site requirement.	35	RMT		
4.	Supply & Laying of suitable sized drain piping carried out of UPVC pipes, with solvent joints for the PAC units, up to the nearest drain with complete connections.	15	RMT		
5.	Supply & Laying of suitable sized humidifier piping of CPVC pipe with all fittings, supports and clamps with complete connections.	15	RMT		
6.	Supply and laying of interconnecting copper cabling 3cx2.5sqmm between indoor & outdoor unit along with support, fittings and accessories and suitable earthing (without tray)	40	RMT		

7.	Supply & filling of Eco-friendly refrigerant.	25	KG		
A	<u>Total Capital Cost (Rs)</u>				
	In words....				
B.	<u>Comprehensive Maintenance:</u> Charges for providing all-inclusive comprehensive annual maintenance contract after defect liability period as per terms of contract. Rates shall be quoted on per unit per annum basis including the cost of labour and necessary spares replacement if necessary or as and when required as specified and as per the scope of work laid down in the part-I of tender. Rates are inclusive of GST and all applicable taxes	1	Yearly		
C.	<u>Buyback Amount:</u> Buyback amount for carefully dismantling and taking away the existing old Precision Air conditioning units and on as is, where is basis under Buyback after Safely dismantling.	1	Nos.		

Total owing cost = Quoted capital cost + NPV of service contract charges for 9 years – Rebate for taking away old water purifiers
= Quoted capital cost + Quoted charges for Comprehensive maintenance service contract per annum x Multiplying Factor (MF) – Rebate for taking away old water purifiers

Total Owning cost = A + (B X 7.047) - C