



भारतीय रिज़र्व बैंक
संपदा विभाग
चेन्नै

ई-निविदा आमंत्रित करने की नोटिस

रिज़र्व बैंक स्टाफ क्वार्टरस, के.के. नगर, चेन्नई में सामुदायिक हॉल के लिए डक्टेबल एयर कंडीशनिंग सिस्टम का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा कार्य के लिए सीमित ई-निविदा आमंत्रित करता है। निविदा प्रक्रिया केवल एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<https://www.mstcecommerce.com/eprocn>) के माध्यम से ही की जाएगी। सभी इच्छुक बोलाकर्ताओं को निविदा प्रक्रिया में शामिल होने के लिए एमएसटीसी लिमिटेड में उपर्युक्त वेबसाइट के माध्यम से पंजीकरण करना होगा। कार्य के मुख्य विवरण जिसके लिए बोलियां आमंत्रित की जाती हैं और बोलीदाताओं के लिए महत्वपूर्ण निर्देश निम्नानुसार हैं :

i.	ई-निविदा सं.	आरबीआई/चेन्नई क्षेत्रीय कार्यालय/संपदा/6/24-25/ईटी/185 [केकेएनक्यू में डक्टेबल एसी की डी एस आई टी सी]
ii.	कार्य का नाम और अवस्थिति	रिज़र्व बैंक स्टाफ क्वार्टरस, के.के. नगर, चेन्नई में सामुदायिक हॉल के लिए डक्टेबल एयर कंडीशनिंग सिस्टम का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा।
iii.	निविदा आमंत्रण करने वाले प्राधिकारी का नाम व पता	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, फोर्ट ग्लासिस, 16, राजाजी सालै, चेन्नै – 600001, दूरभाष नं 044 – 25619922 / 25399088 ई-मेल आईडी : estatechennai@rbi.org.in
iv.	निविदा की अनुमानित लागत	₹17,72,000.00 (जी.एस.टी सहित)
v.	बयाना जमा राशि (ईएमडी)	कार्य आवंटित होने के बाद सफल बोलीदाता को ₹35,440.00 जमा करना आवश्यक है।
vi.	कार्य पूरा करने की अवधि	कार्य आदेश के 10 वें दिन से 12 सप्ताह।
vii.	(क) निविदा दस्तावेज की उपलब्धता और ई-निविदा पद्धति के माध्यम से डाउनलोड / जमा किए जाने हैं।	बैंक के अनुमोदित ई-निविदा पोर्टल द्वारा https://www.mstcecommerce.com/eprocn
	(ख) अवधि जिसके दौरान एमएसटीसी ई-निविदा पोर्टल में निविदा दस्तावेज उपलब्ध होंगे।	08 जुलाई 2024 को 15:30 घंटे से 14 जुलाई 2024 को 15:00 घंटे तक।



viii.	ई-निविदा और लेन-देन शुल्क के भुगतान संबंधी प्रमुख अनुदेश	ई-निविदा पर अनुदेशों के लिए, कृपया निविदा दस्तावेज का अनुबंध-ए: ई-खरीद संबंधी महत्वपूर्ण अनुदेश देखें। ई-निविदा लेनदेन शुल्क का भुगतान, यथा लागू एमएसटीसी वेबसाइट में किया जाए।
ix.	बोली-पूर्व बैठक (ऑफ़लाइन)।	11:00 घंटे 15 जुलाई 2024 को संपदा विभाग, भारतीय रिज़र्व बैंक, फोर्ट ग्लेशिस, राजाजी सलाई, चेन्नई - 600001 पर। नोट: प्रतिभागियों को सलाह दी जाती है कि वे उल्लिखित मेल आईडी के माध्यम से आवश्यक व्यवस्था करने के लिए एक दिन पहले अपनी भागीदारी की पुष्टि करें।
x.	निविदा दस्तावेज़ में शुद्धिपत्र/परिशिष्ट, यदि कोई हो, अपलोड करने की तिथि, केवल बैंक की वेबसाइट - www.rbi.org.in और MSTC ई-टेंडरिंग पोर्टल पर प्री-बिड मीटिंग के बाद।	16 जुलाई 2024 को या उससे पहले.
xi.	तकनीकी-वाणिज्यिक बोली (भाग- I) और मूल्य बोली बोली (भाग- II) ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	16 जुलाई 2024 15:00 घंटे को।
xii.	ईएमडी जमा करने की अंतिम तिथि	23 जुलाई 2024 15:00 घंटे को।
xiii.	बोली) ऑनलाइन (प्रस्तुत करने की अंतिम तारीख व समय - तकनीकी-वाणिज्यिक बोली (भाग- I) और मूल्यगत बोली (भाग- II)	23 जुलाई 2024 15:00 घंटे को।
xiv.	तकनीकी -बोली (भाग- I) खोलने की तारीख	23 जुलाई 2024 15:30 घंटे को।
xv.	भाग- II खोलने की तारीख (मूल्यगत बोली)	यदि बोलीदाताओं द्वारा कोई विशेष शर्तें नहीं रखी जाती हैं तो निविदा का भाग- II (मूल्य बोली) भी उसके बाद उसी दिन खोला जाएगा अथवा भाग II (मूल्य बोली) बाद की तारीख को खोला जाएगा जिसकी सूचना बोलीदाताओं को दी जाएगी।



xvi.	निविदा की वैधता	निविदा के भाग-I के खोले जाने की तारीख से 03 माह।
xvii.	लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पैमेंट गेटवे /एनईएफटी /आरटीजीएस के माध्यम से
xviii.	निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	(i) श्री. एस. रमेश (सहायक महाप्रबंधक, संपदा विभाग) 044 - 25399922 / sramesh@rbi.org.in (ii) श्री रंदीप सांगवान (सहायक प्रबंधक (तकनीकी-इलेक्ट्रिकल), संपदा विभाग) 044 - 25619820 / randeepsangwan@rbi.org.in (iii) श्रीमती टी एस गोमती (सहायक प्रबंधक, संपदा विभाग) 044 - 25399088 / tsgomathy@rbi.org.in

2. पूर्ण विवरण के लिए कृपया निविदा दस्तावेज तकनीकी-वाणिज्यिक बोली (भाग I) और मूल्य-बोली (भाग II) देखें। इसके अलावा शुद्धिपत्र / परिशिष्ट, यदि कोई हो, को बैंक की वेबसाइट <https://www.rbi.org.in/> पर 'निविदाएं' लिंक के तहत और <https://www.mscecommerce.com/eprocn> पर होस्ट किया जाएगा। बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

नोट: यह नोटिस केवल जानकारी के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में बोली लगाने के लिए खुला आमंत्रण नहीं है। इस निविदा में सहभागिता केवल आमंत्रण द्वारा की जानी है और यह चयनित खरीदार इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अनपेक्षित प्रस्तावों पर विचार नहीं किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेने के इच्छुक हैं, वे प्रक्रिया के अनुसार भारतीय रिज़र्व बैंक में सूची में शामिल होने के लिए आवेदन कर सकते हैं।

श्रीमती उमा शंकर
क्षेत्रीय निदेशक



संपदा विभाग / Estate Department
चेन्नै / Chennai

ई-निविदा सं.: आरबीआई / चेन्नई क्षेत्रीय कार्यालय / संपदा / 6 / 24-25 / ईटी / 185

[केकेएनक्यू में डक्टबल एसी की डी एस आई टी सी]

E-Tender No: RBI/Chennai Regional office/Estate/6/24-25/ET/185

[DSITC of Ductable AC at KKNQ]

रिज़र्व बैंक स्टाफ क्वार्टरस, के.के. नगर, चेन्नई में सामुदायिक हॉल के लिए डक्टबल एयर कंडीशनिंग सिस्टम का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा

Tender for Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai.

(ई-निविदा पोर्टल पर ही ऑनलाइन भरा जाए)

(TO BE FILLED ONLINE IN THE E-TENDERING PORTAL ONLY)

भाग -I (तकनीकी वाणिज्यिक बोली)

Tender - Part I (Techno-Commercial Bid)

एमएसटीसी ई-निविदा पोर्टल पर उपलब्ध ई-निविदाओं की तिथि / Date of e-Tenders available on MSTC e-tendering portal	08 जुलाई 2024 को 15:30 घंटे। 15:30 Hrs on July 08, 2024.
बैंक द्वारा स्वीकार करने के लिए ई-निविदा की वैधता Validity of the e-Tenders for acceptance by the Bank	ई-निविदा का भाग-I खोले जाने की तारीख से 03 महीने 03 months from the date of opening of Part – I of the e- Tender.
ई-निविदाओं के भाग- I और भाग- II जमा करने की अंतिम तिथि / Last date for submission of Part-I & Part-II of the e-Tenders	23 जुलाई 2024 15:00 घंटे को। 15:00 Hrs. on July 23, 2024.
ई-निविदाओं के भाग-I को खोलने की तिथि Date of opening of Part-I of the e-Tenders	23 जुलाई 2024 15:30 घंटे को। 15:30 Hrs. on July 23, 2024.
ई-निविदाओं के भाग-II को खोलने की तिथि Date of opening of Part-II of the e-Tenders	23 जुलाई 2024 ई-निविदाओं के भाग-I को खोलने के बाद या उसके बाद की तारीख को जिसके बाद पात्र बोलीदाताओं को ई-मेल के माध्यम से सूचित किया जाएगा। July 23, 2024 after opening of Part I of the e-tenders or on a subsequent date after which will be communicated to the eligible bidders through e-mail.

विषय-सूची / Table of Contents		
भाग I - तकनीकी वाणिज्यिक बोली / Part I - Techno Commercial Bid	Page Nos	
	From	To
ई-निविदा (एसओटी) की अनुसूची / Schedule of E-Tender (SOT)	3	6
अनुबंध-A - / Annexure – A - ई-प्रोक्चूरमेंट के लिए महत्वपूर्ण अनुदेश / Guidelines for e-Procurement	7	10
निविदा फार्म / Form of Tender	11	13
करार की शर्तें / Articles of Agreement	14	23
विशेष शर्तें / Special Conditions	24	28
इससे पूर्व संदर्भित शर्तें / The Conditions Hereinbefore Referred To	29	41
इससे पूर्व संदर्भित अनुबंध / Appendix Hereinbefore Referred To	42	42
सुरक्षा कोड / Safety Code	43	43
कार्य की व्याप्ति और तकनीकी विनिर्देशन / Scope of Work and Technical Specifications	44	49
Annexure '1' - Proforma of Performance Bank Guarantee	50	52
Annexure '2' - Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit	53	54
Annexure '3' - Escalation Matrix	55	55
Annexure '4' - Format for undertaking for product maintenance support	56	56
Annexure '5' - Format for undertaking by Original Equipment Manufacturer	57	57
Annexure '6' - Undertaking (Regarding site visit by the tenderer in order to understand the work)	58	58
मात्रा के बिल / Unpriced Bill of quantity	59	61

ई-निविदा (एसओटी) की अनुसूची / SCHEDULE OF E-TENDER (SOT)

i.	ई-निविदा सं .	आरबीआई / चेन्नई क्षेत्रीय कार्यालय / संपदा / 6 / 24-25 / ईटी / 185 [केकेएनक्यू में डक्टेबल एसी की डी एस आई टी सी]
ii.	कार्य का नाम और अवस्थिति	रिज़र्व बैंक स्टाफ क्वार्टरस, के.के. नगर, चेन्नई में सामुदायिक हॉल के लिए डक्टेबल एयर कंडीशनिंग सिस्टम का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा।
iii.	निविदा आमंत्रण करने वाले प्राधिकारी का नाम व पता	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, फोर्ट ग्लासिस, 16, राजाजी सालै, चेन्नै – 600001, दूरभाष नं044 – 25619922 / 25399088 ई-मेल आईडी : estatechennai@rbi.org.in
iv.	निविदा की अनुमानित लागत	₹17,72,000.00 (जी.एस.टी सहित)
v.	बयाना जमा राशि(ईएमडी)	कार्य आवंटित होने के बाद सफल बोलीदाता को ₹35,440.00 जमा करना आवश्यक है।
vi.	कार्य पूरा करने की अवधि	कार्य आदेश के 10 वें दिन से 12 सप्ताह।
vii.	(क) निविदा दस्तावेज की उपलब्धता और ई-निविदा पद्धति के माध्यम से डाउनलोड / जमा किए जाने हैं।	बैंक के अनुमोदित ई-निविदा पोर्टल द्वारा https://www.mstcecommerce.com/eprocn
	(ख) अवधि जिसके दौरान एमएसटीसी ई-निविदा पोर्टल में निविदा दस्तावेज उपलब्ध होंगे।	08 जुलाई 2024 को 15:30 घंटे से 14 जुलाई 2024 को 15:00 घंटे तक।
viii.	ई-निविदा और लेन-देन शुल्क के भुगतान संबंधी प्रमुख अनुदेश	ई-निविदा पर अनुदेशों के लिए, कृपया निविदा दस्तावेज का अनुबंध-ए: ई-खरीद संबंधी महत्वपूर्ण अनुदेश देखें। ई-निविदा लेनदेन शुल्क का भुगतान, यथा लागू एमएसटीसी वेबसाइट में किया जाए।
ix.	बोली-पूर्व बैठक (ऑफ़लाइन)।	11:00 घंटे 15 जुलाई 2024 को संपदा विभाग, भारतीय रिज़र्व बैंक, फोर्ट ग्लेशिस, राजाजी सलाई, चेन्नई - 600001 पर। नोट: प्रतिभागियों को सलाह दी जाती है कि वे उल्लिखित मेल आईडी के माध्यम से आवश्यक व्यवस्था करने के लिए एक दिन पहले अपनी भागीदारी की पुष्टि करें।
x.	निविदा दस्तावेज़ में शुद्धिपत्र/परिशिष्ट, यदि कोई हो, अपलोड करने की तिथि, केवल बैंक की वेबसाइट - www.rbi.org.in और MSTC ई-टेंडरिंग पोर्टल पर प्री-बिड मीटिंग के बाद।	16 जुलाई 2024 को या उससे पहले.
xi.	तकनीकी-वाणिज्यिक बोली (भाग-I) और मूल्य बोली बोली (भाग-II) ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	16 जुलाई 2024 15:00 घंटे को।
xii.	ईएमडी जमा करने की अंतिम तिथि	23 जुलाई 2024 15:00 घंटे को।

xiii.	बोली) ऑनलाइन (प्रस्तुत करने की अंतिम तारीख व समय - तकनीकी-वाणिज्यिक बोली (भाग-I) और मूल्यगत बोली (भाग-II))	23 जुलाई 2024 15:00 घंटे को।
xiv.	तकनीकी -बोली (भाग-I) खोलने की तारीख	23 जुलाई 2024 15:30 घंटे को।
xv.	भाग-II खोलने की तारीख (मूल्यगत बोली)	यदि बोलीदाताओं द्वारा कोई विशेष शर्तें नहीं रखी जाती हैं तो निविदा का भाग-II (मूल्य बोली) भी उसके बाद उसी दिन खोला जाएगा अथवा भाग II (मूल्य बोली) बाद की तारीख को खोला जाएगा जिसकी सूचना बोलीदाताओं को दी जाएगी।
xvi.	निविदा की वैधता	निविदा के भाग-I के खोले जाने की तारीख से 03 माह।
xvii.	लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे / एनईएफटी /आरटीजीएस के माध्यम से
xviii.	निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	(i) श्री. एस .रमेश (सहायक महाप्रबंधक , संपदा विभाग) 044 - 25399922 / sramesh@rbi.org.in (ii) श्री रंदीप सांगवान (सहायक प्रबंधक (तकनीकी-इलेक्ट्रिकल), संपदा विभाग) 044 - 25619820 / randeepsangwan@rbi.org.in (iii) श्रीमती टी एस गोमती (सहायक प्रबंधक, संपदा विभाग) 044 - 25399088 / tsgomathy@rbi.org.in

i	e-Tender No.	RBI / Chennai Regional office / Estate / 6 / 24-25 / ET / 185[DSITC of Ductable AC at KKNQ]
ii.	Name and location of the work.	Design, Supply, Installation, Testing and Commissioning of Ductable Air Conditioning system for community hall at Reserve Bank Staff Quarters, K. K. Nagar, Chennai.
iii.	Name & address of tender inviting authority.	The Regional Director, Reserve Bank of India, Estate Department, Fort Glacis, 16, Rajaji Salai, Chennai-600001. Tel No.: 044 – 25619922 / 25399088 E Mail id: estatechennai@rbi.org.in
iv.	Estimated cost put to tender.	₹17,72,000/- (incl. of G.S.T.)
v.	Earnest Money Deposit (EMD).	₹35,440.00 is required to be submitted by the successful bidder after the award of the work.
vi.	Period of completion.	12 weeks from the 10th day of the work order.
vii.	(a) Tender documents available on and to be downloaded / submitted through e-Tender mode.	Through Bank's approved e-Tender portal https://www.mstcecommerce.com/eprocn
	(b) Period during which tender documents will be available in the MSTC e-	From 15:30 Hrs on July 08, 2024 to 15:00 Hrs. on July 14, 2024.

	tender portal.	
viii.	Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the Annexure I: Guidelines for E – Procurement of the tender document. e-Tender transaction fee shall be paid in the MSTC Website as applicable.
ix.	Pre-bid meeting (offline).	11:00 Hrs. on July 15, 2024 at Estate Department, Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600001. Note: The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids mentioned.
x.	Date of uploading corrigendum / addendum to the tender document if any, after the Pre-bid meeting on the Bank's website - www.rbi.org.in & MSTC e-tendering portal only.	On or before July 16, 2024 .
xi.	Date of starting of e-tender for submission of bid (online) – Techno - commercial (Part I) bid and Price - bid (Part II).	15:00 Hrs. on July 16, 2024 .
xii.	Last date of submission of EMD	15:00 Hrs. on July 23, 2024 .
xiii.	Last date and time of submission of bid (online) – Techno -commercial (Part I) bid and Price - bid (Part II).	15:00 Hrs. on July 23, 2024 .
xiv.	Date & time for opening of Techno-commercial bid (Part I)	15:30 Hrs. on July 23, 2024 .
xv.	Date & time for opening of Price - bid (Part II) bid.	If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
xvi.	Validity of the tender	03 months from the date of opening of the PART- I of the Tender.
xvii.	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.

xviii	Contact details of tender inviting authority personnel.	<ul style="list-style-type: none"><li data-bbox="715 170 1428 309">(i) Shri S. Ramesh (Assistant General Manager, Estate Department) 044 – 25619922 / sramesh@rbi.org.in<li data-bbox="715 309 1428 474">(ii) Shri Randeep Sangwan (Assistant Manager (Tech-Electrical), Estate Department) 044 – 25619820 / randeepsangwan@rbi.org.in<li data-bbox="715 474 1428 600">(iii) Smt. T S Gomathy (Assistant Manager, Estate Department) 044 - 25399088 / tsgomathy@rbi.org.in
-------	---	---

अनुबंध-A - / Annexure – A
ई-प्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश / Guidelines for e-Procurement

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

Process of e-tender:

Registration: It is notified that the current version of MSTC V2 Portal has been upgraded to MSTC V3 Portal with effective from September 1, 2023. Consequently, the V2 portal will no longer be available and the upcoming tenders will be floated only through MSTC's V3 portal. To take part in e-tenders that are published by the Bank, **vendors should register themselves on the MSTC V3 portal, www.mstcecommerce.com/eproc**. Vendors are advised to keep checking the latest guidelines from the website to keep themselves updated. Vendors may also contact the Helpdesk to seek clarification on any point.

The process involves vendor's common registration with MSTC e-procurement portal. Only after registration, the vendor(s) can submit his / her / their bids electronically. Electronic Bidding for submission of the e-tender will be done over the internet. Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special Note: The tender must be submitted on-line through www.mstcecommerce.com/eproc

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

Contact Persons (RBI - During Office Hours only):

1. Shri S. Ramesh
(Assistant General Manager, Estate Department)
044 – 25619922 / sramesh@rbi.org.in
2. Shri Randeep Sangwan
(Assistant Manager (Tech-Electrical), Estate Department)
044 – 25619820 / randeepsangwan@rbi.org.in
3. Smt. T S Gomathy
(Assistant Manager, Estate Department)
044 - 25399088 / tsgomathy@rbi.org.in

Contact Persons (MSTC Ltd – During Office Hours only):

1. Shri. Shanmugam - 9176397264
Email id: nshanmugam@mstcindia.co.in
2. Shri. J Damodaran– 9841002253
Email id: jdmodaran@mstcindia.co.in

3. MSTC Help Line:9499054101/2/3/4.
Email id: helpdesk@mstcindia.co.in

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

Special Note towards Transaction fee:

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

Note

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

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

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

Bidding in e-tender:

- a) **₹35,440.00 Earnest Money Deposit is required to be submitted by the successful bidder after the award of the work.** It shall be remitted to the Bank Account of Reserve Bank of India. The account details for NEFT transactions are as follows.

Beneficiary Name: RBI CHENNAI
IFSC: RBIS0CNPA01
Account No: 186003001

EMD shall also be submitted in the form of Bank Guarantee (As per the Proforma attached as Annexure II) to **Estate Department, Reserve Bank of India, Chennai - 600001.**

- b) The process involves Electronic Bidding for submission of Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com/eproc

- d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded at the time of tender submission. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

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

NOTE: Vendors are requested to read the vendor guide in the page www.mstcecommerce.com/eproc to familiarize themselves with the system before bidding.

Vendors are requested to quote rates without G.S.T on 'Works Contract' and the same will be added automatically by the system. Thus the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

Important Note:

In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part-I of the tender will be implemented.

निविदा फार्म / Form of Tender

क्षेत्रीय निदेशक / The Regional Director
भारतीय रिज़र्व बैंक / Reserve Bank of India
संपदा विभाग, फोर्ट ग्लेसिस-16 / Estate Department, Fort Glacis-16
राजाजी साल्लै, पोस्ट बॉक्स संख्या 40 / Rajaji Salai, P.B.No 40
चेन्नै 600 001 / Chennai-600 001

महोदय / Dear Sir,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, ड्राइंगों, डिजाइनों और मात्राओं की अनुसूची की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल देखकर एवं जांचकर तथा निविदा को प्रभावित करनेवाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर, मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर, संलग्न की गई मात्राओं की अनुसूची में उल्लिखित दरों पर निविदा में दिए गए करार के अंतर्नियमों, संविदादारों के लिए विशेष अनुदेशों, संविदादारों को सामान्य अनुदेश तथा विशेष शर्तों, शर्तों मात्राओं की अनुसूची एवं निविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों, डिजाइनों, ड्राइंगों और डाटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध करायी गयी सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों, उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ/ रखते हैं।

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

ज्ञापन / MEMORANDUM

(a)	कार्य का विवरण /Description of works	रिज़र्व बैंक स्टाफ क्वार्टरस, के.के. नगर, चेन्नई में सामुदायिक हॉल के लिए डक्टबल एयर कंडीशनिंग सिस्टम का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा। Tender for Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai
(b)	अनुमानित लागत(रु) Estimated cost	₹17.72 Lakh (Inclusive of GST)
(c)	भुगतान का प्रकार/ Mode of payment	विशेष शर्तों की मद संख्या 20 के अनुसार As per item no.20 of special conditions.
(d)	कार्य पूरा करने का अनुमेय समय/ Time allowed for completion	कार्य आदेश के 10 वें दिन से 12 सप्ताह 12 weeks from 10 th day of work order.

(e)	बिल के पटाने की अवधि/ Period for settlement of Bill	अंतिम बिल - 45 दिन Final Bill - 45 days
(f)	Earnest money deposit (EMD)	₹35,440.00 (To be submitted by the Successful bidder)

मैं / हम सहमत हैं: I / We agree to:

- हम इससे भी सहमत है कि निविदा खोलने की दिनांक से हमारी निविदा 90 दिनों तक बैंक के लिए स्वीकार करने के लिए वैध रहेगी और वैधता की यह अवधि बैंक और हमारे बीच लिखित आपसी सहमति के बाद बढ़ाई जा सकती है।
We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
- निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब तकिये जाने और आपके उत्तराधिकारियों ,समुनेदेशियों या नामितों को अदा करने के लिए सहमत हूँ/हैं।
Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
- मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. 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.

हमारे बैंकर के ब्यौरे निम्न हैं/ The details of our bankers are :

म संख्या/ Sr. No. 1	बैंक का नाम/ Name of Bank 2	शाखा और उसका पूरा पता Branch and its complete address 3	संपर्क व्यक्ति का पता/ Name of the contact person 4	टेलीफोन और फैक्स नंब Telephone and FAX number 5

--	--	--	--	--

हमारी फर्म के भागीदारों के नाम हैं The names of partners of our firm are

(i) _____

(ii) _____

हस्ताक्षर करने के प्राधिकृत फर्म के भागीदारों के नाम

Name of the partners of the firm _____

Authorized to sign

या OR

संविदा पर हस्ताक्षर करने के लिए पावर ऑफ अटार्नी की शक्ति रखने वाले व्यक्ति का नाम

Name of person having Power of Attorney _____

to sign the contract

(भागीदारी विलेख और पावर ऑफ अटार्नी की सत्यापित प्रति लगाई जाए)

(Certified true copy of the Partnership Deed and the Power of Attorney should be attached)

भवदीय Yours faithfully,

(संविदाकार के हस्ताक्षर Signature of Contractor)

साक्षी Witnesses

(1) _____

(हस्ताक्षर Signature)

पता Address

(2) _____

(हस्ताक्षर Signature)

पता Address

करार की शर्तें / Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, फोर्ट ग्लेसिस, राजाजी साल्लै, चेन्नै 600 001 जिसका केंद्रीय कार्यालय मुंबई 400001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरी ओर से मैसर्स -----
----- (जिसे इसके बाद संविदाकार कहा गया है) के बीच ----- को किया गया

ARTICLES OF AGREEMENT made on ----- between the Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600 001, having its Central Office at Mumbai 400001 (hereinafter called "the Employer") of the one part and ----- (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता रिज़र्व बैंक स्टाफ क्वार्टरस, के.के. नगर, चेन्नई में सामुदायिक हॉल के लिए डक्टबल एयर कंडीशनिंग सिस्टम का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा को दर्शाने वाले विनिर्देशनों और बैंक के इंजीनियर के निदेशों के अंतर्गत किए जाने वाले कार्यों के वर्णन को विभाग द्वारा तैयार किया जाना है।

WHEREAS the Employer is desirous of taking up the work of **Tender for Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai** and specifications describing the works to be done to be prepared by Department and describing the work to be done under the direction of Bank's Engineer.

और जबकि कथित विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गये हैं।

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

और जबकि संविदाकार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों (जिन्हें इसके बाद सामूहिक रूप से " तथाकथित शर्तें" कहा गया है) के अनुसार उक्त विनिर्देशनों और मात्रा अनुसूची में दर्शाए गए काम को निर्धारित संबंधित दर पर गणना का गई कुल राशि पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथाकथित संविदा राशि" कहा जाएगा) कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Specification and included in the Schedule of Quantities at the Respective rate 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").

एतद् द्वारा अब निम्नानुसार सहमति हुई है/NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. संविदाकार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित संविदा राशि के भुगतान करने के मद्देनज़र, तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और कथित विनिर्देशनों और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors 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. नियोक्ता, संविदाकार को कथित संविदा राशि अथवा समय -समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।
The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. भारतीय रिज़र्व बैंक कार्य के पर्यवेक्षण, बिलों के प्रमाणन, भुगतान और विभिन्न शर्तों के कार्यान्वयन, संविदा की शर्तों के प्रबंध और प्रत्यक्ष पर्यवेक्षण की व्यवस्था करेगा।
The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
4. तथाकथित शर्तें और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।
The said conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. यहां उल्लिखित योजनाएं, करार और दस्तावेज इस अनुबंध का आधार होंगे और ठेकेदार किसी भी संशोधन सुझावों के बिना उक्त शर्तों का अनुपालन करने के लिए सहमत है।
The plans, agreement and documents mentioned herein shall form the basis of this Contract and the Contractor agrees to comply with the said conditions without any modification, suggestions in whatsoever manner.
6. यह संविदा न तो एक एकमुश्त संविदा है और न ही एक मद वार उजरती काम है बल्कि यह एक ऐसी संविदा है जिसके अंतर्गत उक्त कार्य पूरा करना है और उसके लिए दरों की अनुसूची में निहित दरों और संभावित मात्राओं की अनुसूची में दी गई दरों पर वास्तविक रूप से मापी गई मात्राओं अथवा उक्त शर्तों में यथा निर्धारित दरों के अनुसार भुगतान किया जाना है।
This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.
7. संविदाकार उक्त शर्तों में निर्धारित की गई विधि से सिविल कार्यों और अनुषंगी कार्यों से संबंधित समस्त कार्यों को पूरा करने के लिए सभी उचित सुविधाएं प्रदान करेगा और ऐसा कार्य पूर्ण होने के बाद दीवारों, फर्श, इत्यादि को हुई किसी प्रकार की क्षति को ठीक कराएगा।
The Contractor shall afford every reasonable facility for the carrying out of all 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.
8. नियोक्ता के पास यह अधिकार सुरक्षित है कि वह संविदा के चालू रहने के दौरान किसी भी समय, इस संविदा पर प्रतिकूल प्रभाव डाले बिना कार्य की किसी मद को जोड़ कर अथवा हटा कर उसके रेखाचित्र और कार्य के प्रकार में परिवर्तन कर दे अथवा उसके भागों को पूर्ण करवा ले। तथापि, ठेकेदार निविदा राशि से अधिक किए गए कार्यों के लिए किसी भी भुगतान के हकदार नहीं होंगे, जब तक बैंक के इंजीनियर द्वारा विशेष रूप से लिखित अनुमोदन प्राप्त नहीं किया जाता है।
The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.
9. समय को इस अनुबंध के महत्वपूर्ण कारकों में से एक माना जाएगा और ठेकेदार हमारे सहायक प्रबंधक या प्रबंधक (तकनीकी) के परामर्श से काम सौंपे जाने की तारीख के 10वें दिन से काम शुरू करने के लिए सहमत है। संपूर्ण कार्य 12 सप्ताह के भीतर पूरा किया जाएगा, जिसकी गणना कार्य

आदेश जारी होने के दसवें दिन से की जाएगी [फिर भी ऐसे फॉर्म द्वारा लिखित रूप में समय के विस्तार के प्रावधानों के विस्तार के अधीन (यानी एक विलेख समझौते के माध्यम से या द्वारा) पत्रों या ई-मेल का आदान-प्रदान) जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है], ऐसा न होने पर कार्य की अनुबंध राशि का प्रति सप्ताह 0.25% की दर से परिसमाप्त हर्जाना लगाया जाएगा, जो अनुबंध राशि के 10% की सीमा के अधीन होगा।

Time shall be considered as one of the important factors of this Contract and the Contractor hereby agrees to commence the work from the 10th day of date of award of the work in consultation with our Asst. Manager / Manager (Tech). The entire work shall be completed within 12 weeks which shall be reckoned from the tenth day of issue of work order [subject nevertheless to the extension of provisions for extension of time in writing by such form (i.e. by way of a deed agreement or by exchange of letters/e-mails) as may be mutually decided by the parties] , failing which liquidated damages @0.25% per week of the contract amount of the work would be levied subject to the ceiling of 10% of the contract amount.

10. इस ठेके के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

All payments by the Employer under this Contract will be made only at CHENNAI.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at CHENNAI and only Courts in CHENNAI shall have jurisdiction to determine the same.

12. इस संविदा के अलग-अलग भागों को संविदाकार ने पढ़ लिया है और पूरी तरह से समझ लिया है। निविदित मात्राओं से अधिक की मात्राओं के लिए संविदाकार किसी भी भुगतान के लिए पात्र नहीं होगा बशर्ते कि यह व्यय बैंक इंजीनियर के विशिष्ट लिखित अनुदेशों के अनुसार किया गया हो।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.

13. संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। बैंक की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा।

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

14. किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और नियोक्ता हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा।

The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

15. इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा।

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.

16. प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

17. संविदाकार संविदा श्रम (विनियमन और उन्मूलन) अधिनियम 1970 और इसके अंतर्गत बनाए गए सभी नियमों का पालन करेगा और इसके अंतर्गत सभी आवश्यकताओं को पूरा करेगा। संविदाकार किसी एक दिन कार्य पर लगाए जाने वाले अधिकतम मजदूरों की संख्या के बारे में बैंक को बताएगा। इस संख्या में होने वाली वृद्धि को बिना किसी देरी के बैंक को बताया जाए। यदि कार्य के लिए लगाए जाने वाले मजदूरों की संख्या बीस या उससे अधिक होती है तो संविदाकार क्षेत्रीय श्रम आयुक्त से लाइसेंस प्राप्त करेगा। संविदाकार अपने द्वारा काम पर लगाए गए सभी मजदूरों/कामगारों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा।

The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Bank the maximum number of Laborers to be engaged on a single day in the job. Any subsequent increase should be informed to the Bank without delay, if the number of laborers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all laborers/workmen staff employed by him.

18. संविदाकार/एजेंसी कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी। संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

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

19. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

20. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.

21. कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

22. संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

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

23. ठेकेदार निम्नलिखित के विरुद्ध भारतीय रिज़र्व बैंक को क्षतिपूर्ति देगा और क्षतिपूर्ति करता रहेगा:

The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- i) कार्य के निष्पादन के दौरान/के कारण तीसरे पक्ष के नुकसान/जीवन या संपत्ति की क्षति से उत्पन्न कोई भी दावा

Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.

- ii) कार्य के निष्पादन के दौरान ठेकेदार द्वारा नियुक्त श्रमिकों को हुए नुकसान/क्षति से उत्पन्न कोई भी दावा
Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.

- iii) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न करने के कारण कोई भी दावा।

Any claim due to non-compliance of applicable PF/ Labor laws, ESI, regulations etc.

24. **निष्पादन बैंक गारंटी (पीबीजी):** प्रस्तावित एसी प्रणाली का अनुमानित जीवन चक्र 8 वर्ष है। इसलिए, अनुबंध राशि का 10% प्रारंभिक पीबीजी जमा किया जाएगा जो कार्य के निष्पादन की अवधि के लिए वैध होगा और उपकरण के चालू होने और सौंपने की तारीख से 4 साल की अवधि के लिए भी वैध रहेगा। इसके बाद, ठेकेदार प्रारंभिक बीजी की समाप्ति से चार सप्ताह पहले मूल पीबीजी राशि का 50% (यानी अनुबंध राशि का 5%) एक नया पीबीजी जमा करेगा और अगले चार वर्षों के लिए वैध होगा। यदि ठेकेदार समय सीमा के भीतर नई पीबीजी जमा करने में विफल रहता है, तो बैंक पहले वाली बीजी को लागू करने का अधिकार सुरक्षित रखता है।

Performance Bank Guarantee(PBG): The estimated life cycle of the proposed AC system is 8 years. Hence, the initial PBG amounting to 10% of the contract amount shall be submitted valid for the period of execution of the work and also shall remain valid for a period of 4 years from the date of commissioning & handing over of the equipment. Thereafter, contractor shall submit a fresh PBG amounting 50% of the original PBG amount (i.e. 5 % of the contract amount) four weeks prior to the expiry of initial BG and shall be valid for next four years. If the contractor fails to submit a fresh PBG within the time limit, the Bank reserves the rights to invoke the earlier BG.

25. संविदाकार कार्य शुरू करने से पहले पहली पार्टी के रूप में भारतीय रिज़र्व बैंक के नाम पर सभी आवश्यक बीमा कवर (अर्थात कामगार क्षतिपूर्ति पॉलिसी, तीसरी पार्टी देयता आदि) अपनी लागत पर लेगा।

The contractor shall take necessary insurance covers (i.e. Contractor All Risk Policy, Workmen Compensation Policy, Third Party Liability etc as applicable) with Reserve Bank of India as the first name, at their cost, before commencement of the work.

26. विवाद/विसंगति के मामले में, सभी उद्देश्यों के लिए अंग्रेजी में समझौते की शर्तों पर विचार किया जाएगा
In case of dispute/discrepancy, the agreement clauses in English will be considered for all purposes.

27. निविदाकर्ता एक वर्ष की गारंटी अवधि की समाप्ति के बाद लागू सभी समावेशी व्यापक रखरखाव सेवा (केवल रिमोट और बैटरी को छोड़कर) की पेशकश करेंगे। वार्षिक रखरखाव सेवा अनुबंध के लिए निम्नलिखित शर्तें अलग से लागू होंगी।

अनुबंध के दायरे में एक वर्ष में त्रैमासिक अंतराल पर चार सेवाएं और ब्रेकडाउन कॉल की संख्या शामिल होगी। निविदाकर्ताओं द्वारा यह नोट किया जा सकता है कि बैंक मानव/सामग्री/परिवहन/उपकरण आदि के रूप में किसी भी प्रकार की सहायता प्रदान नहीं करेगा और निविदाकारों को सभी आवश्यक पुर्जों सहित आवश्यक कुशल जनशक्ति की प्रतिनियुक्ति के लिए स्वयं की व्यवस्था करनी होगी। रिपोर्ट किए गए/देखे गए दोषों को ठीक करने के लिए। ये दरें गारंटी अवधि की समाप्ति की तारीख से एक वर्ष की अवधि के लिए स्थिर और वैध रहेंगी। वार्षिक सेवा अनुबंध राशि का भुगतान संतोषजनक सेवा प्रदान करने पर अर्धवार्षिक आधार पर किया जाएगा। एएमसी दरों में ईपीएफ, ईएसआईसी, बीमा शुल्क आदि शामिल होंगे।

सेवा अनुबंध को 1 वर्ष की प्रारंभिक एएमसी अवधि के बाद कम से कम 3 वर्ष की अतिरिक्त अवधि के लिए नवीनीकृत किया जाएगा। दूसरे शब्दों में, सिस्टम को चालू करने और सौंपने के बाद कुल 5 साल की अवधि के लिए एक सुनिश्चित जीवन और सेवा सहायता प्रदान की जाएगी।

बाद के सभी वर्षों के लिए नई अनुबंध राशि निम्नलिखित सूत्र के आधार पर निकाली जाएगी।

एसी = एपी {15+60 एक्स (ईपीआईसी/ईपीआईपी) + 25 एक्स (सीपीआईसी/सीपीआईपी)} एक्स 1/100

एसी: चालू वर्ष के लिए अनुबंध राशि

एपी: पिछले वर्ष के लिए अनुबंध राशि

EPIc: पिछले वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले विद्युत उपकरण, उपकरण और भागों के लिए थोक मूल्य सूचकांक।

EPIp: चालू वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले विद्युत उपकरण, उपकरण और भागों के लिए थोक मूल्य सूचकांक।

CPIc: औद्योगिक श्रमिकों के लिए थोक मूल्य सूचकांक (अखिल भारतीय औसत) चालू वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले।

CPIp: पिछले वर्ष के अनुबंध की प्रारंभ तिथि से 6 महीने पहले औद्योगिक श्रमिकों के लिए थोक मूल्य सूचकांक (अखिल भारतीय औसत)।

अनुबंध की अवधि के दौरान एएमसी के लिए अनुबंध समझौते में वर्णित आवृत्ति के अनुसार सिस्टम की सर्विसिंग और रखरखाव किया जाएगा ताकि यह सुनिश्चित किया जा सके कि सभी सिस्टम उपकरण सामान्य रूप से और संतोषजनक ढंग से काम कर रहे हैं। नियमित रखरखाव में सभी उपकरणों की सफाई भी शामिल होगी।

यदि ई-मेल या टेलीफोन पर फर्म के पास शिकायत दर्ज करने के 24 घंटे के भीतर गलती को ठीक नहीं किया जाता है, तो रु. 200/- प्रति दिन या उसके हिस्से की दर से जुर्माना लगाया जाएगा, जो अधिकतम के अधीन होगा। एसी की एएमसी लागत का 25% और ठेकेदार द्वारा मांग पर देय होगा या बैंक द्वारा ठेकेदार को देय किसी भी देय राशि से वसूल किया जाएगा या बैंक गारंटी का आह्वान किया जाएगा।

The tenderers shall also offer all-inclusive comprehensive maintenance service (only remote and battery excluded) applicable after the expiry of the one year guarantee period. The following conditions will be applied separately for annual maintenance service contract.

The scope of the contract will include FOUR Services at quarterly intervals in a year and ANY NUMBER of breakdown calls. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of men/material/transport/tools etc. and the tenderers will have to make their own

arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid for a period of one year from the date of expiry of guarantee period. Annual Service Contract amount shall be paid on half yearly basis on rendering satisfactory service. AMC rates shall include EPF, ESIC, insurance charges, etc.

The service contract shall be renewed for an additional period of at least 6 years after the initial AMC period of 1 year. In other words, an assured life and service support will be provided for a total of 8 years period after commissioning and handing over of the system.

For all subsequent years the new contract amount will be arrived at based on following formula.

$$A_c = A_p \{15 + 60 X (EPI_c/EPI_p) + 25 X (CPI_c/CPI_p)\} X 1/100$$

A_c : The contract amount for the current year

A_p : The contract amount for the previous year

EPI_c: Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for previous year.

EPI_p : Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for current year.

CPI_c : Wholesale Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for current year.

CPI_p : Wholesale Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for the previous year

During the period of contract the system shall be serviced and maintained as per frequency described in the contract agreement for AMC to ensure that all the system equipment's are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipment's.

If the fault is not rectified within 24 hours of lodging a complaint with the firm either by a e-mail or over a telephone, a penalty at the rate of ₹200/- per day or part thereof will be levied subject to maximum of 25% of the AMC Cost of the AC and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor or by invoking the Bank Guarantee.

I/We hereby declare that I/We have read and understood the above instructions to the contractors.

मैं/हम घोषणा करते हैं कि मैंने/हमने संविदाकार के लिए उपर्युक्त अनुदेशों को पढ़ लिया है।

नियोक्त और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गई।

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

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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

हस्ताक्षर खंड Signature Clause

भारतीय रिज़र्व बैंक की ओर से हस्तक्षरित एवं सुपुर्द
SIGNED AND DELIVERED by the Reserve
Bank of India by the hand of

श्री / Shri

(नाम एवं पदनाम / (Name and designation)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the
presence of
(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

यदि संविदाकार एक साझेदारी फ़र्म
या एक व्यक्ति हो

If the contractor is a
partnership or an individual.

यदि संविदाकार एक कंपनी है तो
If the contractor is a company.

SIGNED AND DELIVERED by

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of
(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

THE COMMON SEAL OF

निम्नलिखित की उपस्थिति में दिनांक ----- को
संपन्न निदेशक बोर्ड की बैठक में पारित संकल्पके
अनुसरण में इस पर ----- की कॉमन मुहर
लगाई गई है।

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

(1)

(2)

निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके
प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।
Directors who have signed these presents in
token thereof in the presence of

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

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

यदि निविदाकार उसके कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

(1)

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

(2)

विधिवत गठित अटर्नी एवं श्री
द्वारा हस्ताक्षरित एवं सुर्पुद

यदि संविदाकार चाहे कंपनी के रूप में या
वैयक्तिक रूप में मुख्तारनामा के अंतर्गत
हस्ताक्षर करता हो तो
स्

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

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

विशेष शर्तें / SPECIAL CONDITIONS

1. Firms who are empaneled with RBI Chennai under the category of “Design, Supply, installation, testing and commissioning of air conditioners and allied works” up to the value of 25 lakhs is eligible for participating in the tender. E-Tender comprising duly filled in details of both Part I and Part II specifications of the tender should be submitted not later than **15:00 Hrs. on July 23, 2024.**

₹35,440 Earnest Money Deposit is required to be submitted by the successful bidder after award of the work.

Part-I and Part II of the tenders will be opened **on July 23, 2024 at 15:30 Hrs** in the presence of the authorized representatives of the contractors who choose to be present. Quotations which are incomplete, not fulfilling all the conditions stipulated therein and those received after the due date and time will be summarily rejected

2. The Reserve Bank of India does not bind itself to accept the lowest or any other tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part.

3. If any of the documents attached/submitted with the tender is missing or unsigned the tender will be considered invalid. Fully filled scanned copy of [Annexure-3,4,5 & 6](#) shall be submitted along with Part-I of the tender.

4. No advice of any change in rate or conditions after the opening of the tender will be entertained.

5. Immediately on receipt of intimation of the acceptance of his / her / their tender, the successful bidder is bound to execute a ‘Formal Agreement’ on stamp paper of value ₹100/- in bilingual format. The written acceptance by the contractor will constitute a binding agreement between the Reserve Bank of India and the person(s) so bidding.

6.. The Schedule of Quantities is attached. The Quantities mentioned in the Schedule of Quantities are probable Quantities, which are liable to alterations, omission, deductions or additions at the discretion of the Bank. The Contractor will be paid for the actual quantity used by him at the rates quoted in his tender.

7. The quoted rates shall be **inclusive of labor charges, necessary civil works including core cutting in walls, if required, additional refrigerant charging, transportation** etc. **No change in quoted rates will be accepted after opening of the tender.** The rates shall be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever. GST amount should be indicated in each bill exclusively as per GST act.

8.. The firm shall not be entitled to claim any compensation for any loss suffered by him on account of transit problem of the items etc.

9. In all matters of dispute arising on the work, the Bank’s decisions will have to be taken as final and will be binding on the contractor.

10. The firm shall make his own arrangement of tools, ladders etc required to complete the work.

11. Firms shall take all safety precautions as required at his own cost while carrying out the work.

12. Successful bidders shall take the following insurance policies at his own cost till completion of the work.

a) Contractor All Risk Policy for the total amount of contract

b) Workmen Compensation Policy: The policy for all the labourers deployed shall be taken such that the policy covers Minimum Wages or actual salary paid per labourer, in case of any mishap/accident.

c) Third Party Liability policy - The minimum coverage under the Third Party Liability policy shall be ₹.2 Lakh per person for any one accident or occurrence and ₹5 Lakh in respect of damage to property for any one accident or occurrence subject to overall liability of ₹10 Lakh.

13. Firm shall ensure that there is least disturbance of the residents of the colony while taking up the work.

14. Firm shall remove all debris, waste generated while carrying out the work from the office at his own cost.

15. Before submitting the quotation, firm should visit the site and get acquainted himself for the site conditions.

16. While carrying out the work if there is any damage / loss to the Bank's property, firm shall rectify the same as per original at his own cost.

17. Firm should have to carry out the work in co-ordination with the other contractors carrying out the work in that area.

18. Bank reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

19. Time allowed for carrying out the work is **12 weeks** which shall be strictly observed by the tenderer and it shall be reckoned from the **tenth day** of written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation at the rate of **0.25% of the contract amount per week** subject to a maximum amount of **10% of the contract amount**.

20. Payment terms:

The following terms of payment, subject to statutory deductions, will apply to the contract:

i) 60% of the quoted rate, on pro rata basis against delivery of all the equipment and material at site and on submission of the following documents subject to all statutory deductions:

- Original Equipment Manufacturer's Test Certificates
- Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, testing and commissioning of the system have been delivered at site and in case of any other requirement pertaining to successful installation, testing and commissioning contractor shall supply them without any cost.
- Policies of insurance as per tender conditions.
- Performance Bank Guarantee of 10% of the Contract Amount

ii) 40% of the quoted rate against erection, testing, commissioning and handing over of the system to the Bank.

21. **Tender Evaluation**

Tenders will be evaluated based on Net Owning Cost of the system comprising of the capital cost of the system (A) and taking into account the effect of rates quoted for comprehensive annual maintenance contract service charges (AMC) for a period of 7 years after the expiry of one-year defect liability period.

Net owning cost shall be the Total Capital cost of system (A) plus the NPV of comprehensive annual maintenance contract charges for the period of 7 years after one-year DLP.

NPV factor will be calculated assuming 5% increase in contract amount every year after first year of AMC, quarterly payment and a discount rate of 8%.

Net Owning cost of the system = Capital Cost (A) + (AMC charges (F) x MF)

(MF is the NPV factor for 8 years (1-year DLP + 7 years AMC) = 5.6868)

Minimum Base Rate for Comprehensive AMC

Minimum Base Rate for Annual maintenance / service Contract is 5% (Five) of total capital cost. In case, the tenderer quotes the rates for AMC lower than 5% (Five) of the quoted capital cost, then the 5% (Five) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership.

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

22. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of makes of components of the equipment's offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. On completion of installation, testing and commissioning, the

equipment will be tested for establishing their performance vis-a-vis the accepted specifications.

23. Performance Bank Guarantee(PBG): The estimated life cycle of the proposed AC system is 8 years. Hence, the initial PBG amounting to 10% of the contract amount shall be submitted valid for the period of execution of the work and also shall remain valid for a period of 4 years from the date of commissioning & handing over of the equipment. Thereafter, contractor shall submit a fresh PBG amounting 50% of the original PBG amount (i.e. 5 % of the contract amount) four weeks prior to the expiry of initial BG and shall be valid for next four years. If the contractor fails to submit a fresh PBG within the time limit, the Bank reserves the rights to invoke the earlier BG. The format of bank Guarantee is given in [Annexure-1](#).

24. The Successful bidder shall submit Earnest Money Deposit (EMD) of ₹35,440/- through NEFT or in the Bank Guarantee format given in [Annexure-2](#), at the time of submission of tender. No interest on Bid Security/EMD shall be paid. EMD of the Successful Bidder shall be returned to the Bidder after submission of PBG as mentioned in clause 23 above, without interest. EMD of unsuccessful bidders will be returned after the award of work to the successful bidder without interest.

The account details for NEFT transactions are as follows.

Beneficiary Name: RBI CHENNAI

IFSC: RBIS0CNPA01

Account No: 186003001

25. The tenderers shall also quote their charges for providing all-inclusive comprehensive maintenance service (only remote and battery excluded) applicable after the expiry of the one year guarantee period. The following conditions will be applied separately for annual maintenance service contract.

The scope of the contract will include FOUR Services at quarterly intervals in a year and ANY NUMBER of breakdown calls. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of men/material/transport/tools etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid for a period of one year from the date of expiry of guarantee period.

Annual Service Contract amount shall be paid on half yearly basis on rendering satisfactory service. AMC rates shall include EPF, ESIC, insurance charges, etc.

The contractor shall furnish an undertaking that after one year of the warranty period cum Inspection service, they will continue to give support of maintenance and spares for another 7 years. The service contract shall be renewed for an additional period of at least 6 years after the initial AMC period of 1 year. In other words, an assured life and service support will be provided for a total of 8 years period after commissioning and handing over of the system.

For all subsequent years the new contract amount will be arrived at based on following formula.

$$Ac = Ap \{15+60 X (EPIc/EPIp) + 25 X(CPIc/CPIp)\} X 1/100$$

Ac : The contract amount for the current year

Ap :The contract amount for the previous year

EPIc: Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for previous year.

EPIp : Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for current year.

CPIc : Wholesale Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for current year.

CPIp : Wholesale Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for the previous year

During the period of contract, the system shall be serviced and maintained as per frequency described in the contract agreement for AMC to ensure that all the system equipment's are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipment's.

If the fault is not rectified within 24 hours of lodging a complaint with the firm either by a e-mail or over a telephone, a penalty at the rate of ₹200/- per day or part thereof will be levied subject to maximum of 25% of the AMC Cost of the AC and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor or by invoking the performance Bank Guarantee.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

Place :

Signature with date and seal of the firm

इससे पूर्व संदर्भित शर्तें / THE CONDITIONS HEREINBEFORE REFERRED TO

1. Interpretation Clauses: 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 requires.

i). "Employer": shall mean the Reserve Bank of India and shall include its assigns and successors.

ii). "Contractor" in the case of a Partnership: "Contractor" shall mean _____ and _____ trading as partners 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 _____ trading in the name and style of _____ and shall include his heirs, successors and legal representative.

In the case of company: "Contractor" shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.

iii). "Site": shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

iv). "This Contract": shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.

v). "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 or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

vi). "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 Act.

vii). "Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then 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 proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of 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.

viii). "The works": shall mean "**Design, Supply, Installation, Testing and Commissioning of ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai**" Words

imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa where the context requires.

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

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

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract. The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, 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.

4. **The Contractor shall provide at his cost everything necessary for the proper execution of the works** according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. Authorities notices and patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, given 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 within ten days receive such instructions 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 27 hereof.

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

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

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

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

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

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

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

11. Assistant Manager (T) / Manager (T)

The term "Assistant Manager (T)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (T) every facility and assistance for inspecting the works and materials and for checking and measuring.

The Assistant Manager (T), or any representative of the Employer shall have to give instructions to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to time be examined by the Assistant Manager (T) or the Employer's representative, 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 any stage of the works or after the same is completed. Subject to the limitation of this clause, the Contractor shall take instruction only from the Employer.

12. Assignment and Sub-letting

The whole of the works included in the Contract shall be executed by the Contractor. And the Contractor shall not directly or indirectly transfer, assign or under-let the contract or any part share thereof or any interest therein without the prior written consent of the Employer, and 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.

13. Alterations/addition/omission etc.

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 or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

14. Schedule of Quantities

The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under clause 17 thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any shall be allowed in the Contractor's Schedule of Rates.

15. Sufficiency of Schedule of Quantities

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

16. Measurement of works

The employer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Assistant Manager (T) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent, then the measurement taken by the employer or a person approved by him shall be taken to be correct measurement of the works.

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

All authorized extra work, omissions and all variations made with the Employer's knowledge, but subsequently sanctioned by him in writing shall be included in such measurements.

17. Prices for extras etc. ascertainment of

The Contractor may, when authorized and shall, when directed in writing by the Employer, add or omit from or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the employers shall if, confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 15 hereof or by the authority of the Employer. Any such extra is herein referred to as authorized extra and payment shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the Priced Schedule of Quantities

(b) The net prices of the original tender shall determine the value of 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.

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

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for

the district provided that in either case, vouchers specifying the daily time (and if required by the Employer, the workmen's names) and materials employed be delivered for verification to the Employer, or his representative at or before the end of the week following that in which the work has been executed.

It is further clarified that for all such authorised extra items where rates cannot be derived from tender, the contractor shall submit rates supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

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

18. Unfixed material when taken into account to be the property of the employer

Where in any Certificate (of which the Contractor has received payment) the employer 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 Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss or damage to, such materials.

19. Removal of improper work

The Employer, shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer, are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials, and the workmanship not in accordance with the Specifications or instructions, 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 Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Employer, shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

20. Defects after virtual completion

Any defect, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, or if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer, from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, settlements or 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 Employer or may be deducted by the Employer, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient,

recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by Contractor employed on the works the Contractor shall be liable to make good and be subject to the provisions of this clause 12 and clause 22 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Employer.

21. Certificate of virtual completion and Defects Liability Period.

The works shall not be considered as completed until the Employer has certified in writing that the work has been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

22. Nominated Sub-Contractor: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be subcontractors employed by the contractor and are herein referred to as nominated subcontractors. No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

(a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.

(b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. Other persons employed by Employer

The Employer reserves the right to use premises and any 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 material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. Insurance

The contractor shall take necessary insurance covers (i.e. Workmen Compensation Policy, CAR Policy, Third Party Liability etc.) in joint names with Reserve Bank of India as the first name, at their cost and the same shall be submitted before commencement of the work.

25. Date of commencement and completion

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 there upon 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.

26. Damage for non-completion

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 27 and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

27. Delay and extension of time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Employer's instructions as per clause 17 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trade or (g) in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract Works, in case of such strike or lock-out the Contractor shall as soon as possible give written notices thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably to be required to the satisfaction of the employer to proceed with work.

28. Failure by Contractor to comply with Employer's Instructions

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

29. Termination of contract by the Employer

If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or

subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or to other process of Court attaching property to be issued against the Contractor. Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent of the Employer in writing.

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

Or if the Employer shall certify in writing that the Contractor.

(i) Has abandoned the Contract, or

(ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer, notice to proceed or

(iii) Has failed to proceed with the works with such diligence and failed to make such 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 from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the 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 Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized.

30. Termination of contract by contractor

If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the

Employer interferes with or obstructs the issues of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works, executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

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

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

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

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

34. Settlement of disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state his decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated under clause 33 hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer requiring 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. These matters shall be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision, requisition or notice, save in regard to the excepted matters referred to in the preceding Clause, and to determine all matters in 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, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be shall be deemed to have been revoked and arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or the Arbitrators as the case may be. Upon every or any such reference, the cost of and 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 attorney and client or as between party and shall direct by whom and to whom and in what matter 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 Act, (latest amendment) or any statutory modification thereon. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given abide by the decision of the Employer and no Award of the Arbitrator or

Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

35. Right of Technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of 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 Employer to recover the sum.

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

37. **Abandonment of works:** If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

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

39. **Right of Employer to terminate contract** in the event of death of contractor if individual without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual die, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

40. **Non-disclosure clause.** The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure / system / equipment etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the

contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

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

Place :

Signature and Seal of the tenderer

Date :

इससे पूर्व संदर्भित अनुबंध / APPENDIX HEREINBEFORE REFERRED TO

1	Defect Liability Period	Twelve months
2	Period of Final Measurement and settlement of final bill	One month
3	Date of Commencement	10 th day from the date of work order
4	Time allowed for Completion	12 weeks from the 10 th day of work order
5	Liquidated damages at the Rate of	0.25% per week of the contract amount to maximum of 10% of the contract amount

Signature and Seal of the tenderer

Date

सुरक्षा कोड / Safety Code

1. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB)
2. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
3. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
4. Electrical power cables/wires used shall not have any joints and shall be properly rated.
5. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
6. Before commencing the welding work for the first time on any day, fire section shall be informed.
7. Two buckets of water and sand shall be kept in an easily accessible area on the site.
8. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Power supply shall be switched off from the mains when equipment is not in use.
13. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
14. The work site shall be properly illuminated during the work.
15. All the electrical works should be carried out by licensed / authorized electricians / wiremen.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Portable battery operated emergency light may be used at work site to avoid temporary laying of wire for lights.
18. Aluminium / Steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

Place :

Signature and Seal of the tenderer

Date :

कार्य की व्याप्ति और तकनीकी विनिर्देशन /Scope of Work and Technical Specifications

1. Bank's Officers' Quarters in KK Nagar has a Community hall facility, having approximate size of 22X7X9 Mtr approximately. The tenderers are advised to visit the site and get acquainted themselves with site conditions before quoting the tender.

The provision of necessary ducting forms the part of the work as per the details and specifications given below / in Bill of Quantities.

The scope of work includes necessary piping works, additional refrigerant charging if required (as recommended by manufacturer), cabling from outdoor unit to indoor unit, sealing gaps in the holes made in the walls to prevent entry of dust and moisture, transportation of all materials to site, loading and unloading charges, scaffolding charges if any, labour charges for installation etc.

The vendor shall give performance test for one hour in the presence of the Bank's Engineer. Upon receiving the work order by the eligible L1 firm, ducting lay-out drawing shall be submitted within a week from the date of the order for Banks' approval.

The drain lines from unit should be taken to the ground level. All wires/cables used should be FRLS PVC insulated.

REFRIGERANT PIPING & CONTROL CABLING:

Supply, Installation, Testing, and Commissioning of refrigerant pipes for following units; of sizes approved by manufacturer, insulated with 12mm thick closed cell Nitrile Rubber Tubular Insulation with GC cloth and coated with polyshield / Polybond coating, between indoor to outdoor units, neatly laid in GI powder coated perforated tray with cover, secured with GI clamps and wall brackets. The pipe supports as per technical specifications shall be provided at every 3.0-meter interval and at bends. The length of piping (both suction & liquid) shall be measured as one set.

FACTORY MADE RECTANGULAR GI DUCTING:

Supply, installation, testing and commissioning of factory-made lock-forming quality rectangular GI ducting, complying with IS: 277 and having 120 GSM coating classification. The price includes the cost of necessary accessories & supports (like TDF flanges, MS angle flanges, neoprene gaskets, threaded rod, corner saddles, guide vanes as per SMACNA standards, joints, labelling etc.

Mode of Measurement – Ducts:

Duct work shall be measured on basis of external surface area of ducts. The external surface area of duct shall be calculated by measuring the perimeter comprising of width and depth, in the center of each duct section and multiplying it with overall length from flange face to flange face of each duct section and adding up areas of all duct section. No wastage will be measured or paid.

No measurement of vanes, splitters, duct dampers, deflectors, access doors, flanges, etc., which are required to be installed in the duct work will be made as the same shall be deemed to be part of ducting work.

Duct fittings such as bends, elbows, tap-off, collars, transformation pieces, etc. shall be treated as ordinary duct pieces with their length measured along their centre line.

INSTALLATION REQUIREMENTS:

- a. All ducts shall be fabricated and installed in workmanlike manner, generally conforming to the relevant ISI codes.
- b. Ducts shall be straight and smooth on the inside with neatly finished joints. Joints shall be made airtight.
- c. Changes in dimensions and shape of ducts shall be gradual. Curved elbows shall have a center line radius equal to one and a half times the width of the duct. Air turns shall be installed with vanes, arranged to permit the air to make the turn without appreciable turbulence.
- d. All ducts shall be rigid and shall be adequately supported and braced where required with standing seams, tees or angles, of ample size to keep the ducts true to shape and to prevent buckling, vibration and breaking
- e. All branch take-offs and collars shall be provided with turning vanes.
- f. All necessary allowances and provisions shall be made by the contractor for beams, or other obstructions in the building, whether the same are shown on the drawings. Where necessary to avoid beams or other structural work, plumbing or other pipes and or conduits, the ducts shall be transformed, divided or curved to one side, the required area being maintained, all as per the site requirements.
- g. If a duct cannot be run as shown on the drawings, the contractor shall install the duct between the required points in accordance with other services and as per approval of the Engineer.
- h. All duct work shall be independently supported from building construction.
- i. The ducts shall not be supported from false ceiling hangers or be permitted to rest on false ceiling.
- j. All ducts shall be totally free from vibration under all conditions of operation. Whenever duct work is connected to fans, air handling units or blower coil units that may cause vibrations in the ducts, ducts shall be provided with flexible connections, located close to the unit. Sleeve shall be made smooth, and the connecting duct work rigidly held by independent supports on both ends. The flexible connection shall be suitable for pressures at the point of installation.
- k. The air distribution system comprises with all supports like anchor fasteners and tie-rods, cradles, angle iron supports, bolts and nuts, 4mm thick self-adhesive neoprene rubber gasket, stiffeners, zinc chromate painted angle iron flanges, chipping and plastering of openings made for duct supports etc., filling the gap with fibre glass wool and with fire sealant complete as per specification. The rates quoted shall include turning vanes, straightening vanes, splitters, inspection doors probe, provisions for BAS sensors, inlets with test openings enclosures complete with locking caps, chain, gaskets, insulating plugs, and extension for insulated ductwork etc.

INSULATION:

i) Thermal insulation

Closed cell nitrile rubber foam, temperature range from -10°C to +40°C, Class O fire category. The Thickness of the material shall be 13 mm.

ii) Acoustic Insulation.

The duct shall be provided with acoustic insulation on supply air duct (inside of the duct). Material shall be FM approved, self-adhesive, open cell Nitrile Rubber foam. The density of the same shall be within 140-180 Kg/m³. The material should have a thermal conductivity not exceeding 0.047 W/mK. The maximum surface temperature the material should withstand is 105° C and minimum temperature should be -20°C. The material should conform to Class 1 rating for surface spread of Flame as per BS 476 Part 7. The Thickness of the insulation material shall be 15mm.

2. The equipment's supplied & system installed i.e. the entire work shall be guaranteed against all types of defects for a period of one year from the date of handing over of the equipment to the Bank. Any defects found in the system/subassemblies within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier without any additional cost to the Bank besides attending to call for services in case of break down, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost.
3. Service facility: Tenderer shall also indicate the service facility available at Chennai
4. The units shall be designed, manufactured and tested in accordance with latest Indian standards, unless specifically mentioned in this tender document.
5. The vendor shall give performance test for one hour in the presence of the Bank's Engineer.
6. The scope of work includes all civil works including core cutting in walls, necessary piping works, additional refrigerant charging if required (as recommended by manufacturer), cabling from outdoor unit to indoor unit, sealing gaps in the holes made in the walls to prevent entry of dust and moisture, transportation of all materials to site, loading and unloading charges, scaffolding charges if any, labour charges for installation etc.
7. PVC wires should be laid without any joints.
8. The drain lines from unit should be taken to the ground level or connected to the nearest dedicated AC drain line.
9. All wires/cables used should be FR PVC insulated.
10. The Tenderers are advised to visit the site and get acquainted themselves with site conditions before quoting the tender.
11. **Defect liability period (DLP):** The units supplied shall be guaranteed against all types of defects for a period of one year from the date of handing over of the units. Any defects in the system/sub-assemblies/ individual components, found within the guarantee

period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at quarterly interval during the defect liability period.

12. **Technical specifications to be filled by the tenderers**

Sr. No.	Description of specification for Sl. No1 in BOQ (minimum 11TR Unit)	Specifications offered
1.	Make of the machine	
2.	Model Number of the machine	
3.	Type of compressor	
4.	No. of compressors in each out-door unit	
5.	No. of outdoor units	
6.	Cooling capacity of the unit in Kcal/Hour	
7.	Power consumption of the outdoor unit in watts	
8.	Power consumption of the indoor unit in watts	
9.	Total consumption	
10.	Warranty on compressor	
11.	Warranty on the unit	
12.	Type of the refrigerant used	
13.	Nominal Air flow	
14.	SP of the offered model at Sl. No. 1	
15.	Any other feature which tenderer intends to specify	

Sr. No.	Description of specification for Sl. No2 in BOQ (5.5TR Unit)	Specifications offered
1.	Make of the machine	
2.	Model Number of the machine	
3.	Type of compressor	
4.	No. of compressors in each out-door unit	
5.	No. of outdoor units	
6.	Cooling capacity of the unit in Kcal/Hour	
7.	Power consumption of the outdoor unit in watts	
8.	Power consumption of the indoor unit in watts	
9.	Total consumption	
10.	Warranty on compressor	
11.	Warranty on the unit	
12.	Type of the refrigerant used	
13.	Nominal Air flow	
14.	SP of the offered model at Sl.No2	
15.	Any other feature which tenderer intends to specify	

Note: The technical details called for to be furnished by the firms without fail. The tender of the firm not furnishing the data is liable for rejection. Replies like ‘as per manufacturers standard’, ‘shall be furnished later”, ‘as per propriety design” etc. shall not be considered as it will not help in evaluation of the bid and tender will be considered incomplete

13. **List of Approved makes / Manufacturer**

Ductable Units	Mitsubishi / Hitachi / Toshiba / Voltas/ Daikin/Bluestar/Carrier
Insulation for Pipes & Ducts	Aeroflex / Supreme / K-Flex
PVC pipes	Finolex / Astral / Ashirvad / Supreme
FRLS Copper cable	Finolex / Polycab / RR Kabel
Galvanized Steel Sheet/Duct (Factory fabricated)	TATA / Jindal
Air Terminal / Distribution Devices - Grilles, Diffusers, Dampers & Louvers	Air Master / Ravistar / Cosmic /Cosmos

Note: The contractor should upload technical specifications (published by the OEM) of the quoted models.

Place:

Signature with date and Seal of the tenderer

Proforma of Performance Bank Guarantee
(To be submitted by the successful bidder)

(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
 16, Rajaji Salai
 Chennai- 600 001

Madam / Dear Sir,

In consideration of your agreeing to accept the security deposit of INR ____ (INR _____ only) furnish able to you by M/s. _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Tender for Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

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

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

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

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

BRANCH MANAGER (Banker's Seal with Address)

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, 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 _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company 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 its **Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Part 1 commercial conditions 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 Tender made by the 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 Tenderer is bound to deposit with the Bank by way of earnest money in connection with his 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 Tenderer after submitting his 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 **Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai**. 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 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 tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
- 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 or and on behalf of above named Bank.
(Banker's Name and Seal)

Bank Manager
(Banker's seal)

Escalation Matrix

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the firm

Date:

**Format for undertaking for product maintenance support
(To be submitted by the tenderer)**

NAME OF WORK: Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai.

Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the 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 equipment 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 blueprints, 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 / Firm with Company's Seal)

Format for undertaking by Original Equipment Manufacturer

(Undertaking by manufacturer of Ductable AC units regarding the manufacture's obligation to extend uninterrupted after sales service to RBI)

NAME OF WORK: Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai

We, the manufacturer of Ductable AC Units undertakes to provide continued after sales service including but not restricted to the following services.

- i) To guarantee uninterrupted supply of spare parts throughout the designed life of Ductable Ac units. The designed life of Ductable Ac Units shall be as indicated elsewhere in the technical bid.
- ii) To assist RBI in investigation of failure/malfunctioning of any part or system as and when called for by RBI during and after defects liability period.
- iii) We hereby undertake to provide the above services and respond to RBI's queries/requests in reasonable time notified by RBI during the design life of the Ductable Ac units.
- iv) Any breach of above undertaking will entail RBI to take any or all actions mentioned below as deemed fit by RBI.
 - a) To place on record the performance of firm either in the RBI Web Site or other publications.
 - b) Restrict the firm's participation in further tendering in RBI.

Date: _____ **(Name and address of the company with Company Seal)**

Note: This undertaking shall be furnished by the manufacturer of Ductable AC Units. In case the manufacturers of these two items are different, separate undertakings must be furnished by the respective manufacturer.

UNDERTAKING

(Regarding site visit by the tenderer in order to understand the work)

To
The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Dear Sir,

Subject: Design, Supply, Installation, Testing and Commissioning of Ductable ACs for Community Hall in RBI Staff Quarters, KK Nagar, Chennai

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system as per tender specifications.

Yours faithfully,

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

Date:



संपदा विभाग / Estate Department
चेन्नै / Chennai

**Tender for Design, Supply, Installation, Testing and Commissioning of Ductable ACs
for Community Hall in RBI Staff Quarters, KK Nagar, Chennai**

मात्रा के बिल / Unpriced Bill of quantity

Sr. No.	Description	Qty
1.	Supply of minimum 11.0 TR capacity, ceiling suspended, split type ductable air-conditioners with multi-scroll/twin rotary/swing, air - cooled compressors (the capacity of the compressors shall be minimum 11 TR) using ecofriendly refrigerant, operating at AC 3 phase, 415V, 50HZ etc. complete. The unit should be complete with all required components such as DX Coil, Filter blower Section ductable indoor units with motor and drive with suitable stand, control panel, outdoor condensing units etc. The fan for outdoor unit shall be selected for low noise and the motor etc. shall be housed in a powder coated casing with anti-vibration mounts etc. Indoor unit shall be acoustically treated and shall be controlled with remote based wired/wireless microprocessor intelligent system with single phase prevention, reverse phase protection etc. Outdoor units shall be provided with suitable size angle iron stand duly painted as directed.	2 Nos
2	Supply of minimum 5.5 TR capacity, ceiling suspended, split type ductable air-conditioners with multi-scroll/twin rotary/swing, air-cooled compressor using ecofriendly refrigerant, operating at AC 3 phase, 415V, 50HZ etc. complete. The unit should be complete with all required components such as DX Coil, Filter blower Section ductable indoor units with motor and drive with suitable stand, Microprocessor based control panel, outdoor condensing units etc. The fan for outdoor unit shall be selected for low noise and the motor etc. shall be housed in a powder coated casing with anti-vibration mounts etc. Indoor unit shall be acoustically treated and shall be controlled with remote based wired/wireless microprocessor intelligent system with single phase prevention, reverse phase protection etc. Outdoor units shall be provided with suitable size angle iron stand duly painted as directed.	1 No
	Ancillary works	
3.	Installation, testing and commissioning of 11.0 TR ductable split ACs mentioned at item no.1 with initial charge of refrigerant, hardware, labor, tools etc. Note: Power supply for the AC unit shall be provided by the Bank near the outdoor unit. Any additional cabling required to run the indoor unit or any other ancillary equipment of the machine shall be in the scope of the contractor.	2 RMT
4	Installation, testing and commissioning of 5.5 TR ductable split ACs mentioned at item no.2 with initial charge of refrigerant, hardware, labor, tools etc.	1 RMT

Sr. No.	Description	Qty
	Note: Power supply for the AC unit shall be provided by the Bank near the outdoor unit. Any additional cabling required to run the indoor unit or any other ancillary equipment of the machine shall be in the scope of the contractor.	
5.	Hard drawn copper refrigerant piping with minimum nitrile tubular insulation with elbows, bends including supporting arrangement for interconnecting outdoor and indoor units of 11.0 TR AC (item No 1) and shall be laid in GI powder coated perforated tray of suitable size as directed. Measurement will be considered for both suction and discharge pipe put together. Size of the pipes shall be as per manufacturer standards.	40 RMT
6	Hard drawn copper refrigerant piping with minimum nitrile tubular insulation with elbows, bends including supporting arrangement for interconnecting outdoor and indoor units of 5.5 TR AC (item No 2) and shall be laid in GI powder coated perforated tray of suitable size as directed. Measurement will be considered for both suction and discharge pipe put together. Size of the pipes shall be as per manufacturer standards.	20 RMT
7.	Rigid PVC pipe for drain piping of size 40/50 mm dia. with 9 mm thick aluminum foil faced- nitrile rubber insulation complete with supports, sleeves, hangers etc.	30 RMT
8.	Suitable size FRLS Copper control cables for Design, Supply and control from outdoor unit to indoor unit and from panel. It shall facilitate all functions such as ON/OFF, thermostat, fan interlocking, HP/LP cut-out etc.	60 RMT
9.	Supply, fabrication, installation, testing and commissioning of factory fabricated, powder coated GI ducting complete with splitter damper, turning vanes, access doors, angle supports, flanges, MS rods etc. as per the drawing with all necessary supports, collars, end cap etc. It shall be as per SMACNA standards and comply with IS:277 specifications.	
	a) 20 SWG (for plenum and duct)	75 Sq.mtr
	b) 22 SWG	40 Sq.mtr
	c) 24 SWG	40 Sq.mtr
10.	Supply and installation of fire-retardant canvass connections for the ACs (Minimum 11 TR) listed at item No 1.	2 Sets
11	Supply and installation of fire-retardant canvass connections for the ACs (5.5TR) listed at item No 2.	1 Set
12.	Supply and installation of multi opposed blade GSS dampers for ducts to be provided with suitable links, levers, and quadrants for manual control of air flow and proper balance of distribution system.	3 Sq.mtr
13.	Supply and fixing of minimum 13 mm thick duly laminated aluminium foil of matt finish closed cell Nitrile rubber (Class "O") insulation on duct / plenum box after applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape insulation complete as per specifications and as required.	120 Sq.mtr
14.	Supply and fixing of linear continuous grills of 6" wide, 45-50 degree angle, white/ivory colour with four side flanges including mitered corners etc.	10 Sq.mtr
15	Supply, Fixing & Testing of open cell nitrile rubber acoustic insulation of thickness 15mm, with density 140-180 kgs/cum and having anti-fungal & anti-bacterial properties as per DIN EN ISO	40 Sq mtr

Sr. No.	Description	Qty
	846, METHOD A&C. The insulation should have been tested for air erosion at air velocity of 10000 fpm.	
	GST of items 1 & 2 @ 28%	
	GST of items 3-17 @ 18%	
	Total (A)=	
16	Comprehensive Annual Maintenance Charges per year (inclusive of all the taxes) for maintenance of the 11.0 Ton (minimum capacity) ductable ACs applicable after one year of Defect Liability Period as per the terms and conditions mentioned in Part I of the tender.	2 Sets
17	Comprehensive Annual Maintenance Charges per year (inclusive of all the taxes) for maintenance of the 5.5Ton (minimum capacity) ductable ACs applicable after one year of Defect Liability Period as per the terms and conditions mentioned in Part I of the tender.	1 Set
	GST of items 18 to 19 =	
	Total(B) =	

Note:

1. The above table is given for illustrative purpose only and the price should be entered only through MSTC website.

2. Please quote the rate per unit (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.

- i. $(a \times \text{Quantity} \times 1.28)$ for item 1 & 2
- ii. $(a \times \text{Quantity} \times 1.18)$ for items 3 to 15
- iii. $(a \times \text{Quantity} \times 5.6868 \times 1.18)$ for item 16 & 17

3. Net Owning cost of the system = Capital Cost (A) + [AMC charges x MF (5.6868)] (B)

Date

Place

Signature and Seal of the tenderer