



भारतीय रिज़र्व बैंक
संपदा विभाग

बैंक के मुख्य कार्यालय भवन, भोपाल के प्रथम तल पर यूपीएस कक्ष के लिए 02 वॉल माउंटेड हाई परफॉरमेंस इन्फ्रारेड स्प्लिट एयर-कंडीशनिंग सिस्टम (minimum 3 TR each) की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा

निविदा आमंत्रण सूचना - (एनआईटी)

निविदाकार का नाम

पता:

प्रस्तुत करने की अंतिम तिथि	:	Upto 14:00 Hrs of July 29, 2024
भाग-I (अर्थात तकनीकी बोली) खुलने की तिथि और समय	:	July 29, 2024 at 15:00 Hrs
भाग-II मूल्य बोली : खुलने की तिथि और समय	:	मूल्य बोली की सूचना अलग से दी जाएगी।

अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, भोपाल ने इच्छुक पार्टियों को परियोजना की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सही मानता है, तथापि न तो भारतीय रिज़र्व बैंक और न ही इसके कोई प्राधिकारी या एजेंसी और न ही उनके संबंधित कोई अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता या इसके साथ प्रदान की जा सकने वाली किसी भी जानकारी के बारे में कोई वारंटी अथवा व्यक्त या निहित कोई व्यपदेशन देते हैं।

यह अभिप्रेत नहीं है कि जानकारी संपूर्ण है। इच्छुक पार्टियों अपनी स्वयं की पूछताछ करें और उत्तरदाताओं को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा कर लिया है और वे निविदा प्रस्तुत करने में केवल भारतीय रिज़र्व बैंक द्वारा प्रदान की गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या उसके किसी प्राधिकरण या एजेंसियों या उनके किसी संबंधित अधिकारी, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है। भारतीय रिज़र्व बैंक के पास परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने या इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया या पद्धति को बदलने का अधिकार सुरक्षित है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है।

रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी।

भारतीय रिज़र्व बैंक, भोपाल
संपदा विभाग
भाग I - निविदा आमंत्रण सूचना
(केवल ई-प्रोक्योरमेंट द्वारा)
निविदा की अनुसूची

नोट: : यह एक खुली निविदा पूछताछ है हालाँकि, केवल वे बोलीदाता/विक्रेता जो नीचे उल्लिखित पूर्व-योग्यता मानदंडों के अनुसार कार्य के लिए योग्य हैं, इस निविदा में भाग लेने के लिए पात्र हैं। बोलीदाताओं को सलाह दी जाती है कि वे प्रस्तुतिकरण के दौरान निविदा के लिए अपनी पात्रता के समर्थन में दस्तावेज़ जमा करें।

a. ई-निविदा सं.	RBI/Bhopal Regional Office/Estate/2/24-25/ET/110
b. निविदा की प्रणाली /	ईप्रोक्योरमेंट प्रणाली- https://www.mstcecommerce.com/eproc/ के माध्यम से ऑनलाइन भाग I – तकनीकी बोली और भाग II -मूल्य बोली
c. डाउनलोड करने हेतु पार्टियों को एनआईटी उपलब्ध होने की तारीख	27 जून 2024 को 12:00 Hrs से 17 जुलाई 2024 को 18:00 Hrs तक
d. बोली-पूर्व बैठक	18 जुलाई 2024 को 11 :30 बजे पता - Estate Department, 5 th Floor, Reserve Bank of India, Hoshangabad Road, Arera Hills, Bhopal
e. i) बयाना राशि ii) निविदा शुल्क	Rs. 19,200/- (Last date and time for receipt of EMD at RBI Bhopal – July 29, 2024 upto 14: 00 hrs) NIL
f. वेबसाइट https://www.mstcecommerce.com/eproc/ पर ऑनलाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई निविदा-शुरू होने की तिथि	19 जुलाई 2024 को 10:00 बजे से
g. तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	29 जुलाई 2024 को 14:00 बजे तक
h. भाग-I (अर्थात तकनीकी बोली) खुलने की तिथि और समय भाग-II मूल्य बोली : खुलने की तिथि और समय	29 जुलाई 2024 को 15:00 बजे सूचना अलग से दी जाएगी।

i. PRE- QUALIFICATION CRITERIA	
Minimum Experience	The firm should have minimum 5 years of experience in the field of undertaking similar works viz., Design, Supply, Installation, Testing and Commissioning of Air conditioning works for large office buildings / commercial premises / industrial houses / Government Organisations / PSU.
Minimum value of each completed work (qualifying)	Have executed successfully similar works (Design, Supply, Installation, Testing and Commissioning of Air conditioning works) during the last five years The cut off date for acceptance of completed works shall be on last day previous to the month in which this tender invited, individually costing as under: a) Three works each costing not less than the amount equal to 40 % of the estimated cost OR b) Two works each costing not less than the amount equal to 50 % of the estimated cost OR c) One work costing not less than the amount equal to 80 % of the estimated cost,
Turnover	Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 financial years ending March 31, 2024. Should be supported with necessary audited financial statements.
Solvency Certificate	Should furnish Solvency / Bankers certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount equal or greater than the estimated cost of the work (as per Annexure – 'D').
Office set up	Have a service set up in Bhopal / Indore for rendering after sales service provided with supporting documents viz., registration certificate, electricity bills, Telephone(landline) bills, rental agreements.
J Transaction Fee -	As intimated by MSTC to be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

उपरोक्त सभी कागजात के साथ मुहरबद्ध सभी पृष्ठ विधिवत हस्ताक्षरित निविदा एमएसटीसी साइट पर अपलोड किया जाएगा और बैंक द्वारा इसके परीक्षण हेतु निविदा के भाग- I को खोलने के समय डाउनलोड किया जाएगा। इसके अलावा, बैंक द्वारा आगे की निविदा प्रक्रिया हेतु दस्तावेजों की मूल प्रति मांगे जाने पर ठेकेदार इसे प्रस्तुत करेगा।

ई-प्रॉक्यूरमेंट हेतु महत्वपूर्ण अनुदेश

बोलीदाताओं से अनुरोध है कि अपनी ऑनलाइन निविदा प्रस्तुत करने से पहले निविदा संबंधी नियम एवं शर्तों को पढ़ लें।

ई-निविदा की प्रक्रिया:

A) पंजीकरण: इस प्रक्रिया में एमएसटीसी ई-प्रॉक्योरमेंट पोर्टल पर विक्रेता का पंजीकरण शामिल है जो निःशुल्क है। पंजीकरण के बाद ही, विक्रेता अपनी बोलियां इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकते हैं। तकनीकी बोली के साथ-साथ वाणिज्यिक बोली प्रस्तुत करने हेतु इलेक्ट्रॉनिक बोली इंटरनेट के माध्यम से की जाएगी। विक्रेता के पास श्रेणी-III हस्ताक्षर प्रकार का डिजिटल प्रमाणपत्र होना चाहिए। विक्रेताओं को बोली लगाने हेतु इंटरनेट से जुड़े पीसी की व्यवस्था करनी होगी। ऐसी व्यवस्था करने के लिए एमएसटीसी जिम्मेदार नहीं है। (डिजिटल हस्ताक्षर के बिना बोलियां रिकॉर्ड नहीं की जाएंगी)।

विशेष नोट: तकनीकी बोली और वाणिज्यिक बोली <https://www.mstcecommerce.com/eprocn/> पर ऑनलाइन प्रस्तुत की जानी है।

1) विक्रेताओं को एमएसटीसी वेबसाइट पर स्वयं को ऑनलाइन लिंक <https://www.mstcecommerce.com/eprocn/> पर पंजीकृत करना आवश्यक है।

2) विक्रेताओं को पंजीकरण फार्म भरने के दौरान दिए गए ईमेल पर उनके पंजीकरण की पुष्टि के संबंध में सिस्टम जनरेटेड मेल प्राप्त होगा।

किसी भी स्पष्टीकरण के मामले में, ई-निविदा के निर्धारित समय से पहले आरबीआई/एमएसटीसी से संपर्क करें :

संपर्क व्यक्ति (आरबीआई):

1. श्री श्रीकांत शर्मा, प्रबंधक - 0755-2519598 (estatebhopal@rbi.org.in)
2. श्री एल. एन. समांतरा, सहायक प्रबंधक (टी-ई)- 0755-2519555

संपर्क व्यक्ति (एमएसटीसी लिमिटेड):

MSTC IVRS Helpdesk number: 07969066600

After system settings please download "Bidding Guide" for better understanding the bid-submission process

MSTC Bhopal Office numbers : 0755-2552241, 2593772, 2593775, 2593776 ;

Mr. Neeraj Mathur, Dy.Manager, Mob. 8871111473, Email: bplopn4@mstcindia.in, mstcbpl@mstcindia.in

B) सिस्टम संबंधी आवश्यकताएँ:

- i. Windows 7 or above Operating System
- ii. IE-7 and above Internet browser.
- iii. Signing type digital signature
- iv. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options → custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once)

2. तकनीकी वाणिज्यिक बोली बोली और मूल्य बोली को <https://www.mstcecommerce.com/eprocn/> पर ऑनलाइन प्रस्तुत करना होगा। निविदाएं निविदा में विनिर्दिष्ट तिथि और समय पर इलेक्ट्रॉनिक रूप से खोली जाएंगी।

3. निविदा में सभी प्रविष्टियां बिना किसी त्रुटि के तकनीकी और वाणिज्यिक प्रारूपों में ऑन लाइन माध्यम से दर्ज की जानी चाहिए।

लेनदेन शुल्क हेतु विशेष नोट:

विक्रेता, लॉगिन में "my menu" के अंतर्गत "लेन-देन शुल्क भुगतान" लिंक का उपयोग करके लेनदेन शुल्क का भुगतान करेगा। विक्रेताओं को इवेंट ड्रॉपडाउन बॉक्स से संबंधित निविदा का चयन करना होगा। विक्रेता के पास एनईएफटी या ऑनलाइन भुगतान के माध्यम से भुगतान करने की सुविधा होगी। विक्रेता एनईएफटी का चयन करते हुए एक फॉर्म भरकर चालान जनरेट करेगा। विक्रेता चालान पर मुद्रित ब्यौरे के अनुसार इसमें कोई बदलाव किए बिना लेन-देन शुल्क की राशि जमा करेगा। ऑनलाइन भुगतान का चयन करने पर, विक्रेता को अपने क्रेडिट/डेबिट कार्ड/नेट बैंकिंग का उपयोग करके भुगतान करने का प्रावधान होगा। एक बार जब भुगतान एमएसटीसी के नामित बैंक खाते में जमा हो जाता है, तो लेनदेन शुल्क स्वतः स्वीकृत हो जाएगा और विक्रेता को एक सिस्टम जनरेटेड मेल प्राप्त होगा।

लेनदेन शुल्क वापस न करने योग्य है।

लेन-देन शुल्क का भुगतान किए बिना विक्रेता को ऑनलाइन ई-निविदा का एक्सेस नहीं प्राप्त होगा।

नोट:

बोलीदाताओं को सूचित किया जाता है वे उक्त के समापन से पर्याप्त समय पहले लेनदेन शुल्क जमा कर दें ताकि बोली प्रस्तुत करने के लिए पर्याप्त समय प्राप्त हो सके।

4. अपलोड की गई निविदाओं/शुद्धिपत्र की जानकारी निविदा को अंतिम रूप देने की प्रक्रिया के दौरान ईमेल द्वारा भेजी जाएगी। इसलिए विक्रेताओं को यह सुनिश्चित करने की आवश्यकता है कि उनकी कॉर्पोरेट ईमेल आई.डी. एमएसटीसी के साथ विक्रेता के पंजीकरण के समय वैध और अद्यतन किया गया हो। विक्रेताओं से भी अनुरोध है कि वे अपने डीएससी (डिजिटल सिग्नेचर सर्टिफिकेट) की वैधता सुनिश्चित करें।

5. एनआईटी में उल्लिखित नियत तारीख और समय के बाद ई-निविदा का उपयोग नहीं किया जा सकता है।

6. ई-निविदा में बोली लगाना:

a) सफल बोलीदाता को काम सौंपने के समय आवश्यक ईएमडी जमा करना होगा। विक्रेता (ओं) द्वारा अपेक्षित ईएमडी-NEFT/बैंक गारंटी/डीडी केवल अनुसूचित वाणिज्यिक बैंक द्वारा जारी किया हुआ होना चाहिए। ई-निविदा में ऑनलाइन बोली लगाने हेतु निविदा शुल्क (यदि कोई हो) और लेनदेन शुल्क (यदि कोई हो) का भुगतान आवश्यक है। निविदा शुल्क और लेनदेन शुल्क वापसी न करने योग्य हैं। निविदा, जिसके साथ ईएमडी नहीं है, पर विचार नहीं किया जाएगा। ईएमडी पर कोई ब्याज देय नहीं होगा। असफल विक्रेता (विक्रेताओं) की ईएमडी निविदा आमंत्रित करने वाले प्राधिकारी द्वारा वापस कर दी जाएगी।

b) इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली शामिल है।

c) केवल लेन-देन शुल्क जमा करने वाले विक्रेता एमएसटीसी वेबसाइट पर इंटरनेट के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली प्रस्तुत कर सकते जिसकी लिंक इस प्रकार है <https://www.mstcecommerce.com/eprocn/>

d) विक्रेता को जावा एप्लिकेशन संचालन की अनुमति देनी चाहिए। यह प्रक्रिया बिड फ्लोर खुलने के तुरंत बाद करना है। फिर उन्हें कॉमन टर्म्स/कमर्शियल स्पेसिफिकेशन भरना होगा और उसे सेव करना होगा। इसके बाद

टेक्निकल बिड पर क्लिक करें। यदि इस एप्लिकेशन को रन नहीं किया जाता है, तो विक्रेता अपनी तकनीकी बोली को सेव/सबमिट नहीं कर पाएगा।

e) तकनीकी बोली भरने के बाद, विक्रेता को अपनी तकनीकी बोली रिकॉर्ड करने के लिए 'सेव' पर क्लिक करना चाहिए। एक बार ऐसा करने के बाद, वाणिज्यिक बोली लिंक सक्रिय हो जाता है और उसे भरना होता है और फिर विक्रेता को अपनी वाणिज्यिक बोली दर्ज करने के लिए "सेव" पर क्लिक करना चाहिए। फिर एक बार तकनीकी बोली और वाणिज्यिक बोली दोनों सेव कर लिए जाने के बाद, विक्रेता अपनी बोली दर्ज करने के लिए "फाइनल सबमिशन" बटन पर क्लिक कर सकता है।

f) विक्रेताओं को निर्देश दिया जाता है कि वे एक से अधिक दस्तावेज़ अपलोड करने के लिए अटैच डॉक बटन का उपयोग कर सकते हैं।

g) सभी मामलों में, विक्रेता को अपनी बोली जमा करते समय डिजिटल हस्ताक्षर के साथ अपनी आईडी और पासवर्ड का उपयोग करना चाहिए।

h) पूरी ई-निविदा प्रक्रिया के दौरान, विक्रेता एक दूसरे और अन्य सभी के लिए पूरी तरह से गुमनाम रहेंगे।

i) ई-निविदा फ्लोर पूर्व-निर्धारित तिथि और समय से और ऊपर बताई गई अवधि तक खुली रहेगी।

j) ई-निविदा प्रक्रिया के दौरान प्रस्तुत सभी इलेक्ट्रॉनिक बोलियां विक्रेता पर कानूनी रूप से बाध्यकारी होंगी। विक्रेता द्वारा प्रस्तावित किसी भी बोली को वैध बोली के रूप में माना जाएगा और क्रेता द्वारा उसकी स्वीकृति, आपूर्ति के निष्पादन हेतु क्रेता और विक्रेता के बीच एक बाध्यकारी अनुबंध होगी।

k) यह अनिवार्य है कि सभी बोलियों को डिजिटल हस्ताक्षर प्रमाण पत्र के माध्यम से प्रस्तुत किया जाए अन्यथा इसे सिस्टम द्वारा स्वीकार नहीं किया जाएगा।

l) क्रेता के पास बिना कोई कारण बताए निविदा को रद्द करने या अस्वीकार करने या स्वीकार करने या वापस लेने या पूर्ण रूप से या आंशिक रूप से विस्तारित करने का अधिकार सुरक्षित है।

m) निविदा दस्तावेज़ के नियमों और शर्तों में कोई परिवर्तन स्वीकार्य नहीं है। किसी भी विक्रेता द्वारा ई-निविदा फ्लोर में बोली प्रस्तुत करना निविदा के नियम और शर्तों की स्वीकृति की पुष्टि करता है।

n) इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा।

o) निविदा आमंत्रित करने वाले प्राधिकारी को यह अधिकार है कि वह बिना कोई कारण बताए इस ई-निविदा को रद्द कर सकता है या बोली (बोलियों) की प्राप्ति की नियत तारीख को बढ़ा सकता है।

p) विक्रेताओं से अनुरोध है कि वे विक्रेता मार्गदर्शिका पढ़ें और बोली लगाने से पहले सिस्टम से परिचित होने के लिए <https://www.mstcecommerce.com/eprocn/> पर उपलब्ध वीडियो देखें।

q) तकनीकी और वाणिज्यिक नियमों और शर्तों में किसी भी विचलन की अनुमति नहीं है

7. उपरोक्त सभी पात्रता मानदंड संबंधी दस्तावेज़ (सभी पृष्ठ विधिवत हस्ताक्षरित और मुहरबद्ध) को एमएसटीसी साइट पर अपलोड किया जाएगा और इसे बैंक द्वारा परीक्षण हेतु निविदा के भाग-1 को खोलने के समय डाउनलोड किया जाएगा। इसके अलावा, बैंक द्वारा आगे की निविदा प्रक्रिया हेतु दस्तावेज़ों की मूल प्रति मांगे जाने पर ठेकेदार इसे प्रस्तुत करेगा।

8. बैंक निविदाओं की कीमत बोली का मूल्यांकन करने से पहले उक्त रिपोर्टों का मूल्यांकन करेगा। यदि किसी निविदाकार को किसी भी समय निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है, तो बैंक के पास निविदा के भाग-1 को खोलने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित है। बैंक ऐसा करने हेतु कोई कारण बताने के लिए बाध्य नहीं है।

9. 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 सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
भोपाल



**Reserve Bank of India
Estate Department
Bhopal**

e-Tender for Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal

**Part – I
(Techno Commercial Bid)**

Name of Tenderer: _____

Address: _____

Contact Details with email ID: _____

Date and time of Pre-bid meeting : At 11:30 Hrs on July 18, 2024

Due date and time for Submission of tender : Up to 14:00 Hrs on July 29, 2024

Date of opening of Part- I of tender : At 15:00 Hrs on July 29, 2024

Note: This is an open tender enquiry. However, only those bidders/vendors who are qualified for the work as per pre-qualification criteria stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents in support of their eligibility for the tender during the submission

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Disclaimer

Reserve Bank of India (The Bank), Estate Department, Bhopal (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011**, from the date specified in the contract as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHOPAL**

Notice Inviting e-Tender (NIT)

e-Tender for Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal.

1. This is an open e-tender enquiry. However, only those bidders/vendors who are qualified for the work as per pre-qualification/eligibility criteria stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents in support of their eligibility for the tender during the submission. The work is estimated to cost **Rs. 9.60 Lakhs inclusive of all taxes** and is to be completed within a period of 70 days.

2. Eligibility Criteria:

(i) The firm should have minimum 5 years of experience in the field of undertaking similar works viz., Design, Supply, Installation, Testing and Commissioning of Air conditioning works for large office buildings / commercial premises / industrial houses / Government Organisations / PSU.

And

(ii) Have executed successfully similar works (SITC of AC units) during the last five years. The cut off date for acceptance of completed works shall be on last day previous to the month in which this tender invited, individually costing as under:

a) Three works each costing not less than the amount equal to 40 % of the estimated cost

OR

b) Two works each costing not less than the amount equal to 50 % of the estimated cost

OR

c) One work costing not less than the amount equal to 80 % of the estimated cost,

And

(iii) Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 financial years ending March 31, 2024. Should be supported with necessary audited financial statements.

And

iv) Should furnish Solvency / Bankers certificate issued by the applicant's banker **specifically for the purpose** of the work, for an amount equal or greater than the estimated cost of the work (as per [Annexure – 'D'](#)).

And

(v) Have a service set up in Bhopal / Indore for rendering after sales service provided with supporting documents viz., registration certificate, electricity bills, Telephone (landline) bills, rental agreements.

And

(vi) Tenderers should submit copies of the detailed work order indicating scope and value of works and work completion certificate for the qualifying works. Client's certificate should be in Bank's format ([Annexure – 'C'](#)).

And

(vii) Tenderers should also provide a list of completed works with all the details as per the proforma at [Annexure – 'E'](#).

3. The contractor shall invariably furnish the below mentioned information in writing and upload copies of relevant documents along with Part- I of the tender to satisfy the Bank about their eligibility for participating in the tendering process. Further, the contractor should submit the originals of the documents to the Bank when demanded to qualify for further tendering process.

a)	Composition of the firm	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in details should be submitted along with the name(s) of the partners, copy of the Articles of association/power of Attorney/any other relevant document.
b)	Work experience and completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience if any, of carrying out similar works for the Reserve Bank of India at any center, should also be given.
c)	Turnover	Audited financial statements for the last three financial years i.e., 2021-22, 2022-23 and 2023-24 along with a certificate of Chartered Accountant indicating the turnover of these financial years.

(d)	Creditworthiness of the contractor and their turnover	The latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and Address (es) of the Bankers and their present contract executives.	Written information about the names and address of their bankers along with full details like names, postal addresses, e- mail IDs, telephone (land and mobile) nos. fax nos. etc. of the contract executives (i.e., the persons who can be contacted at the office of their bankers by the Bank,(in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts like account no., type, when opened etc., should be given.
(g)	Name(s) and address(es) of the Clients and their present contract executives.	Written information about a few of their clients along with full details, like names, postal address, e- mail IDs, telephone (landline and mobile) nos. etc. of the contract executives (i.e., the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), names and full contact-details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished.

4. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to refuse issuance of tender forms/documents to them.

5. A pre-bid meeting of the intending tenderers, will be held on July 18, 2024 at 11:30 Hrs in Estate Department, 5th Floor, Reserve Bank of India, Hoshangabad Road, Arera Hills, Bhopal. A site visit will be arranged for the bidders to acquaint them with the area of installation. All intended tenderers are advised to attend Pre- Bid meeting. In case a vendor does not attend Pre- Bid meeting, its minutes will be binding on them, and no further clarifications will be entertained. The duly filled in tender documents shall be uploaded on MSTC site till 2:00 PM on July 29, 2024.

6. Tender forms can be downloaded for viewing from the website <https://www.mstcecommerce.com/eprocn/> w.e.f. June 27, 2024 from 12:00 Hrs to July 17, 2024 till 18:00 Hrs.

7. The certificates should be addressed to Regional Director, Reserve Bank of India, Estate Department, Bhopal and shall be uploaded along with the tender.

8. Part -I of the tenders will be opened at 15:00 Hrs on July 29, 2024 in the presence of the authorized representative of the tenderers who choose to be present. Part-II (Price bid) of only those tenderers who qualify in Part I, shall be opened on a subsequent date after scrutiny of the Technical bids received by the Bank, which will be intimated to the tenderers in advance. In the event of any date indicated above being declared a Holiday, the next working day shall become the effective date for the respective purpose mentioned therein.

9. The client's certificate for qualifying work as mentioned under SI No (h) shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the competent authority of private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates. Format for clients' report is stipulated as [Annexure 'C'](#) in Part I of the tender.

10. The Bank will evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Regional Director
Reserve Bank of India
Bhopal

भारतीय रिज़र्व बैंक
सम्पदा विभाग
भोपाल

निविदा आमंत्रण सूचना (एनआईटी)

बैंक के मुख्य कार्यालय भवन, भोपाल के प्रथम तल पर यूपीएस कक्ष के लिए 02 वॉल माउंटेड हाई परफॉरमेंस इक्विपमेंट रूम कूलिंग स्प्लिट एयर-कंडीशनिंग सिस्टम (minimum 3 TR each) की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा

1. यह एक खुली ई-निविदा पूछताछ है। तथापि, केवल वे बोलीदाता/विक्रेता जो निविदा में निर्धारित पूर्व-योग्यता मानदंड के अनुसार कार्य के लिए योग्य हैं, इस निविदा में भाग लेने के लिए पात्र हैं। बोलीदाताओं को सूचित किया जाता है कि निविदा प्रस्तुति के दौरान इससे संबंधित अपनी पात्रता के समर्थन में दस्तावेज अपलोड करें। इस कार्य पर रुपये 9.60 लाख लागत (सभी करों सहित) आने का अनुमान है तथा इसे 70 दिनों के अंदर पूरा किया जाना है।

2. पात्रता मानदंड:

(i) फर्म के पास बड़े कार्यालय भवनों/वाणिज्यिक परिसरों/औद्योगिक घरों/सरकारी संगठनों/पीएसयू के लिए एयर-कंडीशनिंग के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग जैसे समान कार्य करने के क्षेत्र में न्यूनतम 5 वर्ष का अनुभव होना चाहिए।

और

(ii) पिछले पांच वर्षों के दौरान, या उससे पहले, (The cut off date for acceptance of completed works shall be on last day previous to the month in which this tender invited) व्यक्तिगत रूप से समान कार्यों की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग को सफलतापूर्वक निष्पादित किया है, जिसकी अलग-अलग लागत निम्नानुसार है:

क) तीन कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 40% के बराबर राशि से कम न हो

या

ख) दो कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 50% के बराबर राशि से कम न हो

या

ग) एक कार्य जिसकी लागत अनुमानित लागत के 80% के बराबर राशि से कम न हो।

और

(iii) 31 मार्च 2024 को समाप्त पिछले 3 वित्तीय वर्षों के दौरान अनुमानित लागत का 100% वार्षिक कारोबार हो।

और

(iv) कार्य की अनुमानित लागत के बराबर या उससे अधिक राशि के लिए विशेष रूप से कार्य के प्रयोजन के लिए आवेदक के बैंकर द्वारा जारी शोधक्षमता प्रमाणपत्र प्रस्तुत किया जाना चाहिए (**अनुलग्नक - 'डी'**)।

और

(v) बिक्री के बाद सेवा प्रदान करने के लिए भोपाल / इंदौर में एक सर्विस सेट-अप होना चाहिए जो सहायक दस्तावेजों जैसे OEM के नाम पर पंजीकरण प्रमाण पत्र, बिजली बिल, लैंडलाइन बिल, किराया करार के साथ हो

और

(vi) निविदाकारों को विस्तृत कार्य आदेश की प्रतियां प्रस्तुत करनी चाहिए जिसमें कार्य का दायरा और मूल्य और अर्हक कार्यों के लिए पूर्णता प्रमाण पत्र हो। पूर्णता/ग्राहक का प्रमाणपत्र बैंक के प्रारूप (अनुलग्नक-'सी') में होना चाहिए।

और

(vii) निविदाकारों को अनुलग्नक 'ई' में दिए गए प्रोफार्मा के अनुसार सभी विवरणों के साथ पूर्ण किए गए कार्यों की सूची भी प्रदान करनी चाहिए।

3. ठेकेदार निविदा प्रक्रिया में भाग लेने के लिए अपनी पात्रता के बारे में बैंक को संतुष्ट करने के लिए नीचे उल्लिखित जानकारी लिखित रूप में प्रस्तुत करेगा और निविदा के भाग-1 के साथ संबंधित दस्तावेजों की प्रतियां अपलोड करेगा। इसके अलावा, ठेकेदार को आगे की निविदा प्रक्रिया के लिए अर्हता प्राप्त करने हेतु मांग किए जाने पर दस्तावेजों की मूल प्रति बैंक को प्रस्तुत करना चाहिए।

(a)	फर्म की संरचना	ठेकेदार की फर्म की संरचना के पूरे विवरण (चाहे ठेकेदार एक व्यक्ति या साझेदारी फर्म या कंपनी आदि हो) में भागीदारों के नाम के साथ-साथ आर्टिकल ऑफ एसोसिएशन / पावर ऑफ एटॉर्नी / कोई अन्य संबंधित दस्तावेजों की प्रति प्रस्तुत की जानी चाहिए।
(b)	कार्य अनुभव और विनिर्दिष्ट अवधि के दौरान निर्दिष्ट मूल्य के समान कार्यों को पूरा करना	कार्य अनुभव के साक्ष्य हेतु अर्हक कार्यों के लिए विस्तृत कार्य आदेश, जिसमें संविदा प्रदान करने की तारीख, निष्पादित किए जाने वाले कार्य का मूल्य, कार्य पूरा करने के लिए दिया गया समय, आदि उल्लेखित हो, की प्रति के साथ-साथ कार्य पूर्ण होने की वास्तविक तिथि और निष्पादित कार्यों का वास्तविक मूल्य संबंधी कार्य पूर्णता प्रमाण पत्र संलग्न किए जाने चाहिए। भारतीय रिज़र्व बैंक के किसी भी केंद्र पर इस तरह के कार्य करने के पिछले अनुभव के संबंध में दस्तावेजी साक्ष्य के साथ उसका ब्योरा भी दिया जाना चाहिए।
(c)	टर्नओवर	पिछले तीन वित्तीय वर्षों अर्थात् 2021-22, 2022-23 और 2023-24 के लिए लेखापरीक्षित वित्तीय विवरण के साथ-साथ इन वित्तीय वर्षों के टर्नओवर के संबंध में चार्टर्ड अकाउंटेंट का प्रमाण पत्र।
(d)	ठेकेदार की साख और उनके टर्नओवर	ठेकेदार की साख और पिछले तीन वर्षों के टर्नओवर के साक्ष्य के रूप में चार्टर्ड एकाउंटेंट द्वारा विधिवत रूप से प्रमाणित ठेकेदार के व्यवसाय का नवीनतम अंतिम लेखा संलग्न किया जाना चाहिए।
(e)	बैंकर और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	बैंकरों के नाम और पते के साथ-साथ संपर्क अधिकारियों (यथा वैसे व्यक्ति जिनसे बैंक द्वारा आवश्यकतानुसार उनके बैंकरों के कार्यालय से संपर्क किया जा सके) के पूरे ब्योरे जैसे नाम, डाक का पता, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल), फैक्स आदि की जानकारी लिखित रूप में प्रस्तुत की जानी चाहिए।
(f)	बैंक खातों का ब्योरा	बैंक खातों का पूर्ण विवरण जैसे खाता संख्या, प्रकार, खाता खोलने की तिथि आदि, प्रदान किया जाना चाहिए।
(g)	ग्राहकों तथा उनके वर्तमान संपर्क	ग्राहकों के नाम और पते के साथ-साथ संपर्क अधिकारियों (यथा वैसे व्यक्ति जिनसे बैंक द्वारा आवश्यकतानुसार उनके ग्राहकों के कार्यालय से संपर्क किया जा सके) के पूरे ब्योरे

	अधिकारियों के नाम और पता	जैसे नाम, डाक का पता, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल), फैक्स आदि की जानकारी लिखित रूप में प्रस्तुत की जानी चाहिए।
(h)	पूर्ण किए गए कार्यों का ब्योरा	ग्राहक-वार कार्यों के नाम, प्रदत्त कार्य निष्पादन का वर्ष (वर्षों), प्रदत्त कार्य निष्पादन का वास्तविक लागत, अनुबंध अनुसार कार्य पूरा करने हेतु निर्धारित समय और कार्य पूरा करने में लिया गया वास्तविक समय, उन अधिकारियों/प्राधिकारियों/विभागों के नाम और पूर्ण संपर्क-विवरण, जिनके अधीन कार्यों को निष्पादित किया गया था, का ब्योरा प्रस्तुत किया जाना चाहिए।

4. इच्छुक निविदाकार द्वारा बैंक को संतोषजनक जवाब नहीं दिए जाने पर, बैंक के पास उन्हें निविदा प्रपत्र/दस्तावेज जारी करने से इंकार करने का अधिकार सुरक्षित है।

5. इच्छुक निविदाकर्ताओं की एक बोली-पूर्व बैठक, 18 जुलाई 2024 को 11:30 बजे संपदा विभाग, 5वीं मंजिल, भारतीय रिजर्व बैंक, होशंगाबाद रोड, अरेरा हिल्स, भोपाल में आयोजित की जाएगी। उन्हें इंस्टलेशन क्षेत्र से परिचित कराने के लिए कार्यस्थल दौरे की व्यवस्था की जाएगी। सभी इच्छुक निविदाकर्ताओं को बोली पूर्व बैठक में भाग लेने की सलाह दी जाती है। यदि कोई विक्रेता बोली-पूर्व बैठक में भाग नहीं लेता है, तो उक्त बैठक का कार्यवृत्त उन पर बाध्यकारी होगा, और आगे किसी स्पष्टीकरण पर विचार नहीं किया जाएगा। विधिवत भरे हुए निविदा दस्तावेज एमएसटीसी साइट पर 29 जुलाई 2024 को दोपहर 2:00 बजे तक अपलोड किए जा सकते हैं।

6. निविदा फॉर्म देखने के लिए वेबसाइट <https://www.mstcecommerce.com/eproc/> से 27 जून 2024 को दोपहर 12:00 बजे से 17 जुलाई 2024 को अपराह्न 06:00 बजे तक डाउनलोड किए जा सकते हैं।

7. प्रमाण पत्र क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, संपदा विभाग, भोपाल को संबोधित किया जाना चाहिए और निविदा के साथ अपलोड किया जाना चाहिए।

8. निविदाओं का भाग -I, 29 जुलाई 2024 को अपराह्न 15:00 बजे निविदाकारों के अधिकृत प्रतिनिधि जो उपस्थित होना चाहते हैं उनकी उपस्थिति में खोला जाएगा। जो भाग -I में अर्हत प्राप्त करते हैं केवल उन्हीं निविदाकारों के भाग- II (कीमत बोली) किसी अगली तारीख को खोला जाएगा, जिसकी सूचना निविदाकारों को अग्रिम रूप से दी जाएगी।

10. क्रम संख्या (I) के तहत उल्लिखित अर्हक कार्य के लिए ग्राहक प्रमाण पत्र केवल तभी स्वीकार किया जाएगा जब उस पर कार्यकारी अभियंता या समकक्ष बैंक के अधिकारी (किसी सरकारी/अर्ध सरकारी संगठन या पीएसयू के संबंध में) द्वारा हस्ताक्षरित हो तथा वह ठेकेदार द्वारा किए गए कार्य के लिए प्राप्त भुगतान से संबंधित पर्याप्त साक्ष्य द्वारा समर्थित हो। निजी संगठनों द्वारा जारी ग्राहक प्रमाणपत्र स्रोत पर कर की कटौती (टीडीएस) प्रमाणपत्रों के साथ होना चाहिए। उपरोक्त प्रमाण पत्रों के बिना प्राप्त आवेदन/निविदाओं को अस्वीकार किया जा सकता है। बैंक के पास इन प्रमाणपत्रों को स्वतंत्र रूप से सत्यापित करने का अधिकार होगा। ग्राहक रिपोर्ट का प्रारूप निविदा के भाग-I के अनुलग्नक 'सी' में दिया गया है।

11. बैंक निविदाओं की कीमत बोली का मूल्यांकन करने से पहले उक्त रिपोर्टों का मूल्यांकन करेगा। यदि किसी निविदाकार को किसी भी समय निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है और/या उसके ग्राहकों और/या उसके बैंकों से प्राप्त उसकी कार्य-निष्पादन रिपोर्ट असंतोषजनक पाई जाती है, तो निविदा के भाग-1 के खुलने के बाद भी बैंक के पास उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित है। बैंक इस संबंध में कोई कारण बताने के लिए बाध्य नहीं है।

12. बैंक निम्नतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप में स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

**क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
भोपाल**

SCHEDULE OF TENDER (SOT)

a. e-Tender Name	Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1 st floor Bank's Main Office Building, Bhopal – 462011
b. e-Tender no.	RBI/Bhopal Regional office/Estate/2/24-25/ET/110
c. Mode of Tender	e-Procurement System (Online Part I – Technical and Part II - Price Bid through https://www.mstcecommerce.com/eprocn/)
d. Date of NIT available to parties to download	From 12:00 Hrs of June 27, 2024 to 18:00 Hrs of July 17, 2024
e. Pre-Bid meeting	At 11:30 AM on July 18, 2024
f. Venue of Pre-Bid meeting	Estate Department, 5 th Floor, RBI, Bhopal
g. Earnest Money Deposit (to be submitted by all the bidders) <i>Vendors having MSEs (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category are exempted from the payment of cost of tender documents and submission of EMD at the time of bidding. Bidders must submit MSE (Micro and Small Enterprises only) registration certificate at the time of submission of tender documents (Part I) for claiming exemption of EMD. Failure to do so will disqualify the bid</i>	Rs.19,200/- (Rupees nineteen thousand two hundred Only) in the form of DD/NEFT/BG (as per Annexure – 'A'). DD in favour of Reserve Bank of India, Bhopal drawn on a scheduled commercial bank to be reached on or before 14:00 Hrs on July 29, 2024. Details for NEFT Beneficiary Name: ESTATE <space> Your Firm's Name Beneficiary A/c No: 186003001 IFSC: RBIS0BLPA01 (0 refers to Zero)
h. Last date and time for receipt of EMD at RBI, Bhopal	By 14:00 Hrs of July 29, 2024
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eprocn/	From 10:00 Hrs of July 19, 2024
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Up to 14:00 Hrs of July 29, 2024
k. Date & time of opening of Part-I (i.e., Technical Bid) Date of opening of Part II i.e., price bid	At 15:00 Hrs of July 29, 2024 Shall be informed separately
l. Transaction Fee	As intimated by MSTC to be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

Important instructions for E-procurement

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

1	<p><u>Process of e-Tender :</u></p> <p>A) Registration: The process involves vendor's registration with MSTC E-procurement portal which is <u>free of cost</u>. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://www.mstcecommerce.com/eprocn/</p> <p>1). Vendors are required to register themselves online with https://www.mstcecommerce.com/eprocn/ → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (RBI, Bhopal):</p> <p>1. Shri Shrikant Sharma, Manager – estatebhopal@rbi.org.in – 0755-2519598</p> <p>2. Shri Laxmi Narayan Samantara, AM(Elect.) – Insamantara@rbi.org.in - 0755-2519555</p> <p>Contact person (MSTC Ltd):</p> <p>For system related technical assistance: MSTC IVRS Helpdesk number: 07969066600 After system settings please download "Bidding Guide" for better understanding the bid-submission process MSTC Bhopal Office numbers : 0755-2552241, 2593772, 2593775, 2593776 ; Mr. Neeraj Mathur, Dy.Manager, Mob. 8871111473 , Email: bplopn4@mstcindia.in, mstcbpl@mstcindia.in</p>
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	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> ➤ Tools => Internet Options =>Security => Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: ➤ Tools => Internet Options => General => Click on Settings under “Browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com/eprocn/)</p>
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2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprocn/. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. 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.</p> <p>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.</p>
5	<p>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 corporate email I.D. 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).</p>
6	<p><u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u></p>

7	<p>a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: https://www.mstcecommerce.com/eprocn/ → e-procurement →PSU/Govt depts→ Login under RBI → My menu→ Auction Floor Manager→ live event →Selection of the live Event.</p> <p>c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>d) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid.</p> <p>e) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the 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 supply.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	<u>No deviation to the technical and commercial terms & conditions are allowed.</u>
	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 reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprocn/ to familiarize them with the system before bidding.

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.

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Section I
Form of Tender

Place:
Date:

To

Ms. Rekha Chandanaveli
The Regional Director
Estate Department
Reserve Bank of India
Bhopal

Madam,

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

MEMORANDUM

(a)	Description of works	Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1 st floor Bank's Main Office Building, Bhopal – 462011.
(b)	Estimated cost	Rs. 9,60,000.00 including taxes but excluding buyback

(c)	Mode of payment	As per clause 3.29 on page 48 of General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs. 19,200/-
(e)	Time allowed for completion of the work	70 days from the date of issue of work order.

2. 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. We also agree to keep Bank guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Tender and in the event of any 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 document together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of Rs. 19,200/- as earnest money with Reserve Bank of India, Bhopal which amount is not to bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The Tender is submitted/uploaded in two parts. Part I contains all commercial terms and conditions, technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated thisday of 2024.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed).

Witnesses

(1) Signature with name, address and date _____

Witness

(2) Signature with name, address and date _____

Section II

नियम एवं शर्तों के अधीन करार/ Articles of Agreement

यह करार वर्ष 2024 की _____ तारीख को भोपाल में, प्रथम पक्षकार भारतीय रिज़र्व बैंक जिसका कार्यालय होशंगाबाद रोड़, भोपाल 462011 में है (जिसे आगे बैंक कहा जाएगा) तथा द्वितीय पक्षकार मेसर्स ----- जिसका पंजीकृत कार्यालय --
----- में स्थित है जिसे आगे) "ठेकेदार" कहा जाएगा (के बीच किया जाता है।

ARTICLES OF AGREEMENT made theday of....., 2024 between the Reserve Bank of India (hereafter called "Bank/Employer") having its office at Hoshangabad Road, Bhopal - 462011 on the one part and M/s _____ having its Registered Office at _____ (Thereinafter called "the Contractor") on the other part.

चूंकि, नियोक्ता, भारतीय रिज़र्व बैंक के मुख्य कार्यालय भवन, भोपाल में बैंक के मुख्य कार्यालय भवन, भोपाल के प्रथम तल पर यूपीएस कक्ष के लिए 02 वॉल माउंटेड हाई परफॉरमेंस इक्विपमेंट रूम कूलिंग स्प्लिट एयर-कंडीशनिंग सिस्टम (minimum 3 TR each) की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा (जिसे आगे उक्त कार्य कहा जाएगा) का इच्छुक है और उसने निर्धारित कार्य का वर्णन करते हुये ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा चूंकि उक्त विशिष्टताओं, और परिमाणों की सूची पर पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of **Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011** (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और चूंकि ठेकेदार निर्धारित शर्तों और विशेष परिस्थितियों में निर्धारित शर्तों के अनुसार और संविदा की परिमाणों की सूची और संशोधित शर्तों के अधीन काम करने के लिए सहमत हो गया है और अंतिम रूप से दोनों पक्षों द्वारा स्वीकृत है (जिसे आगे सामूहिक रूप से "उक्त शर्तें" कहा जाएगा), उक्त ड्राइंग में दर्शाए गए और / या उक्त विशिष्टताओं में वर्णित कार्य और इसमें निर्धारित दरों पर परिमाणों की सूची में शामिल, राशि के बराबर या इस तरह का अन्य योग (जिसे आगे "उक्त अनुबंध राशि" कहा जाएगा) इसके लिए देय हो जाएगा।

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं:

NOW IT IS HEREBY AGREED AS FOLLOWS:

उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन ड्राइंग में दर्शाए गए और उक्त विशिष्टताओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।

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

2.1. नियोक्ता ठेकेदार को उक्त संविदा राशि या किसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय हो।

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

2.2. उक्त शर्तों में "आर्किटेक्ट" शब्द का अर्थ क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, भोपाल है और किसी भी कारण से इस अनुबंध के प्रयोजन हेतु उनको आर्किटेक्ट नहीं होने पर, ऐसे अन्य व्यक्ति या व्यक्तियों को नियोक्ता द्वारा उक्त प्रयोजन के लिए नामित किया जाएगा, जो ऐसा व्यक्ति नहीं होगा जिस पर ठेकेदार किसी कारण से आपत्ति उठाए और नियोक्ता उसे उपर्युक्त माने, बशर्ते कि कोई व्यक्ति अथवा व्यक्तियों जिसे बाद में आर्किटेक्ट के रूप में नियुक्त किया गया हो उस समय लिखित में दिए गए किसी भी पिछले निर्णयों या अनुमोदन या निर्देश को अनदेखा या ओवररूल करने का अधिकार नहीं होगा।

The term "Architect" in the said conditions shall mean Regional Director, Reserve Bank of India, Bhopal and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to

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

2.3. उक्त शर्तों और परिशिष्ट और उक्त कार्य के संबंध में निविदा स्वीकृति पत्र की तिथि तक नियोक्ता और ठेकेदार के बीच में हुये किसी भी पत्राचार को इस करार का हिस्सा माना जाएगा और पक्षकारों द्वारा इनका क्रमशः पालन किया जाएगा, स्वयं को उक्त शर्तों के समक्ष प्रस्तुत करेंगे और उक्त शर्तों के अनुसार करार का निष्पादन करेंगे।

The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

2.4. उक्त शर्तों और उसके परिशिष्ट को इस करार के एक भाग के रूप में माना जाएगा और इसके पक्षकार उक्त शर्तों का पालन करेंगे और शर्तों के अनुसार इस करार को निष्पादित करेंगे।

The said Conditions, Annexures 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.

2.5. मूल निविदा दस्तावेज की धारा II, III और IV तक के साथ यहां उल्लिखित ड्राइंग, करार और दस्तावेज और बैंक द्वारा उक्त प्रणाली के रखरखाव हेतु ठेकेदार को भविष्य में जारी किए जानेवाले सभी व्यापक वार्षिक रखरखाव अनुबंध कार्य आदेश इस अनुबंध का आधार रहेंगे, जो निविदा दस्तावेज में उल्लिखित उपकरणों के जीवनकाल तक मान्य रहेंगे।

The drawings, agreement and documents mentioned herein along with the Sections I, II, III, IV, V, VI, VII and VIII of the original tender document, Appendix and Annexures, work orders that would be issued by the Bank to the Contractor for the said work shall form the basis of this Contract which will be valid as mentioned in the tender document.

2.6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही काम का एक हिस्सा है, लेकिन यह बैंक के मुख्य कार्यालय भवन, भोपाल के प्रथम तल पर यूपीएस कक्ष के लिए 02 वॉल माउंटेड हाई परफॉरमेंस इक्विपमेंट रूम कूलिंग स्प्लिट एयर-कंडीशनिंग सिस्टम (minimum 3 TR each) की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा के संबंध में काम करने हेतु एक संविदा है, जिसके लिए दर अनुसूची और प्रोबेबल क्वान्टिटी या उक्त शर्तों में निहित दरों/राशि के अनुसार भुगतान किया जाएगा।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of **Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011** to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

2.7. ठेकेदार उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों, विद्युत अधिष्ठापन, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा को वहन करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये किसी भी नुकसान को ठीक करेगा।

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

2.8. नियोक्ता इस संविदा की अवधि के दौरान किसी भी समय कार्य के स्वरूप और ड्राइंग में कुछ जोड़कर अथवा कुछ हटाकर अथवा उसके कुछ भाग को रखकर परिवर्तन करने का स्वयं अधिकार सुरक्षित रखता है जो इस संविदा पर प्रतिकूल प्रभाव डाले बिना होगा।

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

2.9. समय अवधि इस करार का महत्वपूर्ण भाग माना जाएगा और ठेकेदार यहाँ सहमति व्यक्त करता है कि उक्त नियम एवं शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 10 दिनों के भीतर काम शुरू करेगा और संपूर्ण कार्य, कार्यदेश जारी होने की तिथि से 70 दिनों के भीतर पूरा किया जाना है, फिर भी इस तरह के फॉर्म द्वारा लिखित रूप में समय के विस्तार के प्रावधानों के अधीन (यानी समझौते के एक विलेख के माध्यम से या पत्रों / ईमेल के आदान-प्रदान के माध्यम से) जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है, ऐसा न करने पर नियोक्ता उक्त शर्तों के अनुसार परिसमापन हर्जाना वसूल करने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within 10 days from the date of issue of work order/ letter of acceptance as provided for in the said conditions and shall complete the entire work within 70 days from the date of issue of work order subject nevertheless to the provisions for extensions of time in writing by such form i.e. by way of a deed of agreement or by exchange of letters/email) as may be mutually decided by the parties, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

2.10. इस संविदा के तहत बैंक द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, भोपाल में किए जाएंगे।

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

2.11. इस करार या इससे संबंधित सभी विवाद भोपाल में उत्पन्न माने जाएंगे और इनके निर्धारण का क्षेत्राधिकार सिर्फ भोपाल में स्थित न्यायालयों को होगा।

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

2.12. यह कि इस संविदा के सभी भागों को ठेकेदार द्वारा पढ़ और पूरी तरह से समझ लिया गया है।

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

2.13 भुगतान शर्तें: भुगतान की निम्नलिखित शर्तें, सांविधिक कटौती के अधीन, इस अनुबंध पर लागू होंगी:

(क) उद्धृत दर के 60% मूल्य का भुगतान आनुपातिक किस्त के आधार किया जाएगा, जो कारखाने में उपकरणों का परीक्षण और सभी सहायक वस्तुओं के साथ उनकी डिलीवरी और नियोक्ता द्वारा बैंक के इंजीनियर द्वारा साइट पर इसकी स्वीकार्यता तथा निम्नलिखित दस्तावेजों की प्रस्तुति के अधीन होगा :

(i) निविदा शर्तों के अनुसार अनुबंध और अपेक्षित बीमा पॉलिसियाँ।

(ii) ठेकेदार का इस आशय का प्रमाण पत्र कि रखरखाव सहित एयर-कंडीशनिंग सिस्टम की सफल आपूर्ति, स्थापना, परीक्षण और कमीशनिंग हेतु सभी घटक, पुर्जा, सबसिस्टम, उपभोग्य सामग्रियाँ आदि कार्यस्थल पर अच्छी स्थिति में प्राप्त की गई हैं और यदि इंस्टलेशन, कमीशनिंग और परीक्षण के दौरान कोई कमी पायी जाती है तो उक्त सामग्रियों की आपूर्ति बैंक को निशुल्क की जाएगी।

(ख) निर्माण, परीक्षण, कमीशनिंग और एयर-कंडीशनिंग सिस्टम की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग दो को बैंक को सौंपने और सभी कार्टन/पैकिंग सामग्री, मलबे को हटाने और दीवारों, फर्शों आदि किसी भी क्षति के लिए बैंक की संतुष्टि के बाद ठीक करने के पश्चात उद्धृत दर का शेष 40%।

(ग) प्रत्येक ऑन-अकाउंट बिल से 5% की प्रतिधारण राशि तब तक वसूल की जाएगी जब तक कि कुल वसूली अनुबंध मूल्य का 5% न हो जाए। एक वर्ष की दोष देयता अवधि के संतोषजनक समापन के बाद प्रतिधारण धन जारी किया जाएगा।

(घ) इसके अलावा, आई.टी. सरकार के नियमों के अनुसार अधिभार, टीडीएस और कोई अन्य वैधानिक कर सभी बिलों से काट लिया जाएगा।

Payment Terms: The following terms of payment, subject to statutory deductions, shall be applicable to this contract:

a) 60% of the quoted rate, on pro rata basis, against satisfactory delivery of the entire system along with all other materials as indicated in the tender at site and on inspecting the same by the Bank's Engineer(s) to the satisfaction of the Bank along with submission of following documents.

i. Agreement and requisite insurance policies as per tender conditions.

ii. Contractor's Certificate that all the components, parts, subsystems, consumables etc., for successful installation, commissioning and testing of the AC units including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.

b) Balance 40% of the quoted rate on satisfactory completion of erection, testing, commissioning and handing over the AC units to the Bank and removal of all cartons/packing material, debris and after making good, to the satisfaction of the Bank of any damages done to walls, floors, etc., after completion of work.

c) The Retention money of 5% will be recovered from each on-account bill till the total recovery amounts to 5% of contract value. The Retention money will be released after satisfactory completion of the Defect Liability Period of one year.

d) Each payment is liable to deduct IT, TDS etc., as per state/central govt., tax laws.

2.14 बीमा

ठेकेदार कार्य शुरू होने की निर्धारित तिथि से लेकर बैंक को एयर-कंडीशनिंग सिस्टम सौंपे जाने तक सभी प्रकार के जोखिमों को कवर करने के लिए सभी बीमा अपनी लागत पर लेगा, जो बैंक और ठेकेदार के संयुक्त नामे (बैंक का नाम पहले) होगा और काम शुरू करने से पहले बैंक को जमा करना होगा तथा इसमें निम्नलिखित जोखिम शामिल होंगे:

- ठेकेदार सर्व जोखिम (सीएआर) बीमा में पूर्ण अनुबंध मूल्य के लिए भंडारण, निर्माण, इन्स्टालेशन, परीक्षण और कमीशन नीति शामिल है, जिसमें आग जोखिम और निर्माता के कार्यों से कार्य स्थल तक परिवहन हेतु ट्रांजिट बीमा (वायु/जल/सड़क मार्ग आदि द्वारा), जैसा लागू हो, सम्मिलित हैं।
- कार्यस्थल पर ठेकेदार के कर्मचारियों के लिए कर्मचारी मुआवजा नीति।
- रु.2 लाख प्रति दुर्घटना की सीमा सहित कुल अनुबंध मूल्य 100% के हेतु तृतीय पक्षकार देयता नीति।

Insurance:

The contractor shall take all insurances at his cost to cover all kinds of risks from the date of scheduled commencement of works till handing over AC Units to the Bank, in the joint names of the Bank (the Bank's name being the first), and the contractor, to be submitted to the bank before commencement of work and it shall cover the following risks:

- Contractors All Risk (CAR) insurance inclusive of Storage, erection, testing and commissioning policy for the full contract value including fire risk and Transit insurance for transportation from manufacturer's works to site (by Air/Sea/Road etc.) as applicable.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for 100% of contract value with a limit of ₹2 lakh per accident.

2.15 परिनिर्धारित हर्जाना: "समय" को इस ठेके का मूल आधार समझा जाएगा, कार्य आदेश जारी होने की तारीख से दस दिनों के भीतर कार्य शुरू किया जाएगा। संपूर्ण कार्य, कार्यदिश जारी होने की तिथि से 70 दिनों के भीतर पूरा किया जाना है, जिसमें विफल होने पर निर्धारित अवधि के पश्चात स्वीकृत निविदा राशि के 0.25% प्रति सप्ताह की दर से परिनिर्धारित हर्जाना लगाया जाएगा, जिसकी ऊपरी सीमा अनुबंध राशि का 10% होगी। किसी भी खंडित अवधि के विलंब को एक सप्ताह के विलंब के रूप में माना जाएगा और तदनुसार परिनिर्धारित हरजाना लगाया जाएगा।

Liquidated Damages: Time is the essence of the contract. The work shall be commenced within ten days from the date of issue of work order. Further, the entire work shall be completed within 70 days from the date of issue of work order, failing which liquidated damages at a rate of 0.25% of accepted tender amount per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. Any broken period delay will be considered as delay of one week and accordingly liquidated damages shall be levied.

2.16 वारंटी अवधि के दौरान कार्य का दायरा : गारंटी अवधि के भीतर सिस्टम/सब-असेंबली में पाए जाने वाले किसी भी दोष को निविदाकर्ता द्वारा निःशुल्क सुधारा/बदला जाएगा। इस अवधि के दौरान, निर्माता द्वारा निर्धारित और पारस्परिक रूप से सहमति के अनुसार त्रैमासिक सर्विसिंग और ब्रेकडाउन कॉल, चाहे वे कितनी भी हो, निःशुल्क की जाएंगी। वारंटी और व्यापक वार्षिक रखरखाव अनुबंध अवधि के दौरान संतोषजनक सेवा प्रदान करने पर अर्धवार्षिक आधार पर भुगतान किया जाएगा। सर्विसिंग त्रैमासिक आधार पर होगी जिसमें कितनी भी ब्रेकडाउन कॉलें शामिल हैं।

यह एक आपातकालीन प्रणाली होने के कारण, सिस्टम में किसी भी खराबी को नीचे दिए गए सुधार समय के अनुसार ठीक किया जाएगा, जिसमें विफल होने पर दंड लगाया जाएगा।

		Rectification time	Penalty
(a)	Any fault/defects resulting in total failure of the system, form the time of intimation by telephone/email/ message.	24 hours	Rs.1,000/- per day subject to maximum of Rs.5000/- per instance.
(b)	Any defect in the independent devices, components, cables which may not result in total failure of the system form the time of intimation by telephone/email/ message.	24 hours	Rs.500/- per day subject to maximum of Rs.5000/- per instance.

Scope of work during Warranty: Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period and attending to any number of breakdown calls, shall be carried out free-of-cost. All consumables and spares as required will be arranged by the vendor with prior approval of the Bank and no additional cost will be paid by the Bank.

Any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
(a)	Any fault/defects resulting in total failure of the system, form the time of intimation by telephone/email/ message.	24 hours	Rs.1,000/- per day subject to maximum of Rs.5000/- per instance.
(b)	Any defect in the independent devices, components, cables which may not result in total failure of the system, form the time of intimation by telephone/email/ message.	24 hours	Rs.500/- per day subject to maximum of Rs.5000/- per instance.

2.17. गैर प्रकटीकरण खंड

ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप में किसी भी सूचना, सामग्री तथा विवरण, जो इस करार के संबंध में अपने संविदात्मक दायित्वों का निर्वहन करने के दौरान ठेकेदार के संज्ञान में आ सकते हैं, का खुलासा तृतीय पक्ष को नहीं करेगा तथा हर समय इस कठोर विश्वास को बनाए रखेगा। ठेकेदार लागू कानून के अनुपालन तथा दायित्व का निर्वहन करने के लिए वर्तमान आवश्यकता के अतिरिक्त करार के विवरण को निजी और गोपनीय मानेगा। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी स्थान पर अथवा किसी भी व्यापार अथवा तकनीकी दस्तावेज़ में कार्य के किसी

भी विवरण को प्रकाशित करना, प्रकाशित करने की अनुमति तथा खुलासा नहीं करेगा। किसी भी गोपनीय सूचना के प्रकटीकरण के परिणामस्वरूप बैंक को हुए किसी भी नुकसान की क्षतिपूर्ति ठेकेदार करेगा। उपरोक्त का पालन करने में विफल होने पर इसे ठेकेदार की ओर से करार का उल्लंघन माना जाएगा तथा बैंक नुकसान का दावा करने तथा कानूनी कदम उठाने के लिए पात्र होगा। ठेकेदार इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के दायित्व को पूरी तरह से सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में उचित कार्रवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में ठेकेदार की बाध्यता, जो भी कारण हो, इस करार को समाप्त होने से बचाए रखेगी।

Non-disclosure clause:

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

2.18. यौन उत्पीड़न खंड :

क) ठेकेदार 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 के 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।

ख) ठेकेदार 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।

ग) यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जानेवाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तर दायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जानेवाली मौद्रिक राहत यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

घ) कार्यस्थल पर यौन उत्पीड़न की रोक थाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदा कार की होगी।

ड) ठेकेदार बैंक के परिसर में तैनात अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची रखेगा, जिसे बैंक द्वारा मंगवाए जाने पर आसानी से उपलब्ध कराया जा सके।

Sexual harassment Clause:

a) The contractor 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 or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

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

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

2.19. अप्रत्याशित घटना :

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्य के परिणामस्वरूप हुई हो (जैसे दैवी संकट, युद्ध की स्थिति, विद्रोह, महदूर हड़ताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि)। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले कार्यों को जारी रखने के सभी संभव प्रयास करने के लिए सहमति व्यक्त करती है। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

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.

2.20 मैं _____ कि
_____ संबंधी कार्य मुझे प्रदत्त किया गया है। मैं वचन देता/देती हूँ कि मुझे प्रदत्त कार्य को पूरा करने के लिए मेरे द्वारा लगाए जाने वाले सभी मजदूरों को सभी प्रकार की मजदूरी का वास्तविक भुगतान उस दर पर किया जाएगा जो न्यूनतम मजदूरी अधिनियम 1948 के तहत निर्धारित दर से कम नहीं होगा तथा सीएलआरए अधिनियम 1970 के प्रावधानों के अनुपालन को सुनिश्चित किया जाएगा और साथ ही ऐसे वेतन का भुगतान करने में विफलता के साथ-साथ तथा सीएलआरए अधिनियम 1970 के प्रावधानों का पालन करने में विफलता के कारण सांविधिक प्राधिकारियों द्वारा प्रिंसिपल नियोक्ता के विरुद्ध प्रारंभ की जाने वाली सभी कार्रवाइयों के लिए प्रिंसिपल नियोक्ता को क्षतिपूरित रखने का वचन देता/देती हूँ। मैं समय-समय पर सरकारी अधिकारियों/बैंक के अधिकारियों के निरीक्षण के लिए सभी आवश्यक दस्तावेज/रिकॉर्ड रखूंगा/रखूंगी और उनका रख-रखाव करूंगा/करूंगी।

I _____ that the work of _____ awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of _____ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

2.21 एक बोलीदाता निम्नलिखित आधारों पर डिबारमेंट/बोली से अयोग्यता के लिए उत्तरदायी है:

1. यदि यह निर्धारित किया जाता है कि बोलीदाता ने सत्यनिष्ठा संहिता के उल्लंघन में निम्नलिखित कार्य या चूक की है:
 - a. मैं एक खरीद प्रक्रिया में अनुचित लाभ या अन्यथा खरीद प्रक्रिया को प्रभावित करने के बदले प्रत्यक्ष या अप्रत्यक्ष रूप से प्रस्ताव, याचना या रिश्वत, इनाम या उपहार या किसी भी भौतिक लाभ की स्वीकृति।
 - b. कोई भी चूक या गलत बयानी जो गुमराह कर सकती है या गुमराह करने का प्रयास कर सकती है ताकि वित्तीय या अन्य लाभ प्राप्त किया जा सके, या किसी दायित्व से बचा जा सके।

- c. किसी भी मिलीभगत, बोली में हेराफेरी या प्रतिस्पर्धा-विरोधी व्यवहार जो पारदर्शिता, निष्पक्षता और खरीद प्रक्रिया की प्रगति को बाधित कर सकता है।
- d. खरीद प्रक्रिया में या व्यक्तिगत लाभ के लिए अनुचित लाभ प्राप्त करने के इरादे से खरीदकर्ता इकाई द्वारा बोलीदाता को प्रदान की गई जानकारी का अनुचित उपयोग।
- e. निविदा या अनुबंध की निष्पादन प्रक्रिया से संबंधित बोलीदाता और खरीद इकाई के किसी भी अधिकारी के बीच कोई वित्तीय या व्यावसायिक लेनदेन, जो प्रत्यक्ष या अप्रत्यक्ष रूप से खरीद इकाई के निर्णय को प्रभावित कर सकता है।
- f. खरीद प्रक्रिया को प्रभावित करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से, किसी भी हिस्से या उसकी संपत्ति को नुकसान पहुंचाने या नुकसान पहुंचाने के लिए कोई जबरदस्ती या कोई खतरा।
- g. खरीद प्रक्रिया की किसी भी जांच या लेखा परीक्षा में बाधा।
- h. किसी निविदा प्रक्रिया में भाग लेने या अनुबंध सुरक्षित करने के लिए झूठी घोषणा करना या झूठी जानकारी प्रदान करना।
- i. हितों के टकराव का खुलासा करने में विफल
- j. पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी सार्वजनिक संस्थान / संस्था के साथ उपखंड (i) के प्रावधानों के संबंध में किए गए किसी भी पिछले उल्लंघन का खुलासा करने में विफल रहा या किसी सार्वजनिक खरीद संस्थान / संस्था द्वारा प्रतिबंधित किया गया।

2. सत्यनिष्ठा संहिता के उल्लंघन के अलावा बोलीदाता द्वारा किसी भी कार्रवाई या चूक के लिए, जो बैंक की राय में घटिया सामग्री की आपूर्ति, सामग्री की गैर-आपूर्ति, कार्यों का परित्याग, - कार्यों की मानक गुणवत्ता, निविदा की शर्तों का पालन करने में विफलता आदि।

3. यदि बोलीदाता को किसी अपराध का दोषी ठहराया गया है - (ए) भ्रष्टाचार निवारण अधिनियम, 1988 के तहत; या (बी) सार्वजनिक खरीद अनुबंध के निष्पादन के हिस्से के रूप में जीवन या संपत्ति के किसी भी नुकसान या सार्वजनिक स्वास्थ्य के लिए खतरा पैदा करने के लिए भारतीय दंड संहिता या किसी भी समय लागू कोई अन्य कानून।

A bidder is liable for debarment / disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

- e. Any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in a tender process or to secure a contract.
- i. Failed to disclose conflict of interest.
- j. Failed to disclose any previous transgressions made in respect of the provisions of sub clause with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

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

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

2.22 जिएफआर 2017 के नियम 144 (xi) का प्रावधान: सार्वजनिक खरीद प्रभाग, व्यय विभाग, वित्त मंत्रालय, भारत सरकार द्वारा जारी 23 जुलाई, 2020 के कार्यालय ज्ञापन (ओएम) एफ.सं.6/18/2019-पीपीडी के तहत शामिल किए गए 2017 के नियम 144 (xi) के अनुपालन स्वरूप जारी सार्वजनिक खरीद आदेश, और उसके बाद के संशोधन अनिवार्य रूप से लागू होंगे।

इस संबंध में, बोलीदाता अनुबंध- G में दिए गए प्रारूप में अधिकृत हस्ताक्षरकर्ता द्वारा अपने पत्र-शीर्ष पर मुहर सहित विधिवत हस्ताक्षरित वचनबद्धता/घोषणा/प्रमाण पत्र की एक प्रति प्रस्तुत करेगा। यदि बोलीदाता द्वारा जमा किया गया वचनबद्धता/घोषणा/प्रमाण पत्र गलत पाया जाता है, तो उसका/उसकी/निविदा/कार्य आदेश तत्काल समाप्त कर दिया जाएगा, और बयाना राशि/प्रदर्शन बैंक गारंटी/प्रतिभूति जमा राशि को जब्त करने सहित विधि सम्मत कानूनी कार्रवाई की जाएगी और बैंक भविष्य में बैंक द्वारा आमंत्रित निविदाओं में भाग लेने से बोलीदाता को वंचित कर सकता है।

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

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at [Annexure -G](#). If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

2.23 मध्यस्थता द्वारा विवाद का निपटारा

किसी भी प्रकार के सभी विवाद और मतभेद, जो अनुबंध या कार्य के निष्पादन के संबंध में या के संबंध में उत्पन्न होते हैं (चाहे कार्यों की प्रगति के दौरान या उनके पूरा होने के बाद और अनुबंध के परित्याग या उल्लंघन के निर्धारण से पहले या बाद में) बैंक द्वारा संदर्भित और तय किया जाएगा जो लिखित रूप में अपना निर्णय बताएगा। ऐसा निर्णय अंतिम प्रमाणपत्र या अन्यथा के रूप में हो सकता है। किसी भी अपेक्षित मामले के संबंध में बैंक का निर्णय अंतिम होगा और अपील के बिना जैसा कि उसमें कहा गया है। लेकिन यदि ठेकेदार किसी भी मामले पर असंतुष्ट है, जिस पर बैंक द्वारा उपरोक्त निर्णय लिया जाता है, तो किसी भी अपेक्षित मामले को छोड़कर, ठेकेदार ऐसे निर्णय की सूचना प्राप्त करने के 28 दिनों के भीतर दूसरे पक्ष को एक लिखित नोटिस दे सकता है, जिसमें यह अपेक्षा की जाती है कि विवादित मामलों में मध्यस्थता की जाए। इस तरह की लिखित सूचना में उन मामलों को निर्दिष्ट किया जाएगा, जो विवाद या मतभेद में हैं, जिसके लिए ऐसी लिखित सूचना दी गई है। यदि दोनों पक्ष सहमत होते हैं, तो इस उद्देश्य के लिए एक ही मध्यस्थ नियुक्त किया जाएगा। यदि एकल मध्यस्थ की नियुक्ति पर कोई समझौता नहीं हो पाता है, तो दोनों पक्ष अपनी ओर से एक-एक व्यक्ति को मध्यस्थ के रूप में नामित करेंगे। पार्टियों द्वारा नामित दो मध्यस्थ तीसरे मध्यस्थ के रूप में कार्य करने के लिए एक और व्यक्ति को नामित करेंगे। मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, के पास किसी भी प्रमाण पत्र, राय, निर्णय, मांग या नोटिस को खोलने, समीक्षा करने और संशोधित करने की शक्ति होगी, अपवादित मामलों के संबंध में छोड़कर, पूर्ववर्ती खंड में संदर्भित, और निर्धारित करने के लिए विवाद के सभी मामले जो मध्यस्थता के लिए प्रस्तुत किए जाएंगे और जिनमें से पूर्वोक्त के रूप में नोटिस दिया जाएगा। मध्यस्थ या मध्यस्थ, जैसा भी मामला हो, एक वर्ष के भीतर अपना निर्णय देगा (या ऐसा आगे बढ़ाया गया समय जैसा कि उसके द्वारा तय किया जा सकता है या पार्टियों की सहमति से मामला हो सकता है) की तारीख से संदर्भ में प्रवेश। यदि मध्यस्थता की कार्यवाही के दौरान पक्ष परस्पर अपने विवाद या मतभेद को सुलझा लेते हैं या समझौता कर लेते हैं, तो पार्टियों द्वारा समझौते या समझौते का संयुक्त ज्ञापन दाखिल करने पर, मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, इस तरह के समझौते के संदर्भ में एक निर्णय देगा। या समझौता। इस तरह के किसी भी संदर्भ पर, संदर्भ और पुरस्कार के लिए आकस्मिक लागत पर निर्णय क्रमशः मध्यस्थ या मध्यस्थों के विवेक पर होगा, जो उस राशि का निर्धारण कर सकते हैं या पार्टी के बीच उस पर कर लगाने का निर्देश दे सकते हैं। और पार्टी, और किसके द्वारा और किसके द्वारा और किस तरीके से वहन और भुगतान किया जाएगा। इस निवेदन को भारतीय मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के अर्थ के भीतर मध्यस्थता के लिए प्रस्तुत करना माना जाएगा।

मध्यस्थ या मध्यस्थों का निर्णय, जैसा भी मामला हो, अंतिम और पार्टियों के लिए बाध्यकारी होगा। यह सहमति है कि ठेकेदार ऐसे किसी भी मामले, प्रश्न या विवाद को मध्यस्थता के लिए भेजे जाने के कारण कार्यों को पूरा करने में देरी नहीं करेगा, लेकिन सभी उचित परिश्रम के साथ कार्यों को आगे बढ़ाएगा और मध्यस्थ या मध्यस्थों के निर्णय तक करेगा, जैसा भी मामला हो, दिया जाता है, बैंक के निर्णय का पालन करें। मध्यस्थ या मध्यस्थों का कोई भी निर्णय, जैसा भी मामला हो, ठेकेदार को कार्यों के वास्तविक निष्पादन के संबंध में बैंक के निर्देशों का सख्ती से पालन करने के अपने दायित्वों से मुक्त नहीं करेगा। नियोक्ता और ठेकेदार इस बात से भी सहमत हैं कि इस खंड के तहत मध्यस्थता अनुबंध के तहत कार्रवाई के किसी भी अधिकार के लिए एक पूर्व शर्त होगी। मध्यस्थता का स्थान भोपाल, भारत होगा।

Settlement of dispute by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal as stated in thereof. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract. The venue of arbitration shall be BHOPAL, INDIA.

<p>यदि ठेकेदार एक साझेदारी फार्म अथवा व्यक्ति हो</p> <p>If the Contractor is a</p>	<p>गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और ठेकेदार दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और यह डुप्लीकेट में तैयार की गई है।</p> <p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.</p>
<p>यदि ठेकेदार एक कंपनी हो</p> <p>If the Contractor is a company</p>	<p>गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा यह डुप्लीकेट में तैयार की गई है</p> <p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

हस्ताक्षर खण्ड
Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।
SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री /Shri (नाम और पदनाम)/(Name and designation)

.....की उपस्थिति में/in the presence of
(1)

(नाम और पदनाम)
(Name & Designation)
संपदा विभाग
Estate Department
भारतीय रिज़र्व बैंक, भोपाल कार्यालय
Reserve Bank of India, Bhopal

(गवाह/witness)

(2)

(नाम और पदनाम)
(Name & Designation)
संपदा विभाग
Estate Department
भारतीय रिज़र्व बैंक, भोपाल कार्यालय
Reserve Bank of India, Bhopal

(गवाह/witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners

निम्न की उपस्थिति में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह /Witness)

Note:

बैंक, ठेकेदार के साथ करार से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है।

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

Section III
GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

Online tenders in two parts (Part-I and Part-II) are invited for “**Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank’s Main Office Building, Bhopal – 462011**”. The work is estimated to cost **Rs.9,60,000/- inclusive of all taxes** and is to be completed within the period of 70 days from the date of issue of work order.

3.1 Eligibility Criteria:

(i) The firm (OEMs/ Authorized dealers/ System Integrators) having minimum 5 years of experience in the field of undertaking similar works viz., Design, Supply, installation, testing and commissioning of Air conditioning and associated works for large office buildings / commercial premises / industrial houses.

And

(ii) Have executed successfully similar works (Design, Supply, installation, testing and commissioning of AC Units during the last five years. The cut off date for acceptance of completed works shall be on last day previous to the month in which this tender invited, individually costing as under:

a) Three works each costing not less than the amount equal to 40 % of the estimated cost

OR

b) Two works each costing not less than the amount equal to 50 % of the estimated cost

OR

c) One work costing not less than the amount equal to 80 % of the estimated cost,

And

(iii) Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 financial years ending March 31, 2024. Should be supported with necessary audited financial statements.

And

iv) Should furnish Solvency/Banker certificate issued by the Applicant’s banker specifically for the purpose of the work, for an amount equal or greater than the estimated cost of the work (as per [Annexure – ‘D’](#)).

And

(v) Have a service set up in Bhopal / Indore for rendering after sales service provided with supporting documents.

And

(vi) Tenderers should submit copies of the detailed work order indicating scope and value of works and completion certificate for the qualifying works. Client's certificate should be in Bank's format ([Annexure – 'C'](#)).

And

(vii) Tenderers should also provide a list of completed works with all the details as per the proforma at [Annexure – 'E'](#).

Only those tenderers who qualify as above will be eligible to tender for the work. A Tender submitted by a firm which is found to be not satisfying any of the above criteria will be liable for rejection.

3.2 The tenders for the above work in two parts i.e., Part-I containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and amounts in figures shall be quoted/submitted in MSTC portal before 14:00 hrs. on July 29,2024. Part-I of the tender will be opened on the same day at 15:00hrs. **Part-II of the tender will be opened on a subsequent date under intimation to all the eligible tenderers.** All the information called for shall be complete in all respects and to be uploaded in MSTC portal with supporting documents. Information furnished on sheets other than those supplied may not be considered. However, the firms can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. Incomplete tenders or tenders not complying with the requirement are liable for rejection. No enclosure is permitted in Part-II of the tender.

If the intending tenderer feels that any of the terms and conditions of the tender documents are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions uploaded in a separate sheet. All other terms and conditions on which there are no observations by the intending tenderers shall be construed as acceptable to the tenderer.

(a) Part-II of the e-Tender, containing only rates of items and amount stated in figures will be opened on a subsequent date to be intimated to the eligible Tenderers.

- (b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening Part-I of the Tender which period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the Tender during this period.
- (c) The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (d) No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.
- (e) Each of the tender documents should be digitally signed by the authorized person or persons submitting the e tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.
- (f) The Tender submitted on behalf of a firm shall be digitally signed by who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.
- (g) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

3.3 Pre-Bid Meeting

(a) A pre-tender briefing meeting of the eligible tenderers will be held at **11:30 Hrs on July 18, 2024** in Estate Department, 5th Floor, Reserve Bank of India, Bhopal to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting.

(b) All communication regarding points requiring clarifications shall be given in writing/email to The Regional Director, Reserve Bank of India, Fifth floor, Estate Department, Hoshangabad Road ,Opposite Maida mill, Bhopal or estatebhopal@rbi.org.in by the eligible tenderers on or before **14:00 Hrs on July 25, 2024**.

(c) All the firms are requested to attend the pre-bid meeting in order to get clarification on any issue related to the tender from the Bank. No request for change in date of pre-bid meeting will be entertained thereafter. If a firm don't attend pre bid meeting, no clarification in future will be entertained and Minutes of Pre-Bid meeting will be binding on them,

(d) Inclusion/submission of any deviations in the tender conditions in Part-I of the tender after pre-bid meeting is liable for rejection.

(e) The minutes of pre-bid meeting and corrigendum if any, will be hosted in the Bank's website only. The minutes and corrigendum if any, will also become the part of the tender.

EMD & Bank Guarantees To Be Submitted By The Tenderers

3.4 All the tenderers shall deposit an Earnest money of **Rs. 19,200/-** by way of NEFT to Reserve Bank of India, Bhopal or by a Demand Draft drawn on any scheduled commercial bank in favour of Reserve Bank of India payable at Bhopal. Alternatively the tenderer may also furnish an irrevocable Bank Guarantee from any scheduled commercial bank for an equivalent amount towards EMD in the proforma enclosed (**Annexure – 'A'**). The Bank Guarantee submitted towards EMD shall remain valid minimum up to **Six months (i.e., up to January 29, 2025)** from the last date of submission of tenders. The proof of NEFT/DD/Bank Guarantee details should be uploaded along with technical bid and also to be sent by email (estatebhopal@rbi.org.in) should reach this office on or before **02:00 PM on July 29, 2024**. No interest shall be paid on EMD. EMD of the successful Bidder will be retained with the Bank against Security Deposit. A tender which is not accompanied by EMD in the form as mentioned above, shall be treated as non-responsive, and will be summarily rejected by the Bank.

3.4.1 The EMD of the unsuccessful tenderers shall be returned after award of work to the successful tenderer. The EMD of the successful tenderer shall be returned after virtual completion of work and handing over of system to the Bank along with submission of requisite Bank Guarantee towards defect liability period.

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

3.6 Bank Guarantee towards Defect Liability Period (DLP)

a. The tenderer shall furnish an amount equal to 5% (Five percent) of the contract value (contract value means capital cost of the equipment including taxes and excluding buyback if any) for the work in the form of Bank Guarantee (BG) from any scheduled commercial bank in the form prescribed by the Bank as per **Annexure –'B'** towards security deposit for the due fulfilment of the terms and obligations of DLP. This BG for 5% contract value should be valid for a period of ONE (1) year with a claim period of additional six months.

c. **Invocation of EMD / Security Deposit / Bank Guarantee:** Bank reserves the right to enforce the EMD/Security Deposit/Bank Guarantee in case of unsatisfactory performance/service and violation of the terms, conditions of the tender, DLP set out in the tender at any time during the currency of committed period of ONE (1) year.

Note: Contract value means capital cost of equipment excluding buyback amount of old equipment.

3.7 All compensation/ penalties/ damages or other sums of money payable by the Contractor to the Bank under the terms of this Contract for completion period, DLP may be deducted from his earnest money and the security deposit if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.8 The tenderers shall furnish full details of all such similar works carried out by them during the last 05 years, as per the Proforma included in this tender. The Bank may at its discretion will inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof.

3.9 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.

3.10 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labor rates. The rates shall be quoted for complete work, i.e., supply, installation, testing and commissioning of the equipment at factory and site and shall include charges for all taxes, duties, levies, consumables, labor, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc., at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Bhopal and will be in Indian rupees only. The tenderers are advised **to include the GST** in the quoted amount.

3.10.1 With respect to buyback of old equipment, vendors are requested to quote rates in **positive numbers** inclusive of all taxes. No change in quoted rate will be accepted after opening of the tender.

3.11 Tenderers are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated

the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

3.12 As regards make of equipment acceptable to the Bank the tenderers are advised to refer to "Section VII – Technical Specification" and to the List of approved make of materials/equipment. The tenderer are advised to quote for the make out of the approved list, conforming to the specification and which is most economical. The tenderers are advised not to quote with alternative equipment's. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.

3.13. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

3.14. Evaluation of tenders:

Tenders will not only be evaluated on the basis of capital cost but also taking into account the rates quoted for Comprehensive Annual Maintenance Service Contract for a period of 9 years after one year guarantee period (i.e DLP). Tenders will therefore be evaluated based on the overall owning cost which will be arrived at as under.

Total owing cost = Net Capital Cost (Cost of new equipment's – buyback value of old equipment's) + NPV factor for CAMSC X Charges for CAMSC per annum.

i.e., Total owing cost = Net Capital cost (Cost of new equipment – buyback value for old equipment's) + 7.04760769 X quoted per annum cost for CAMSC.

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

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMSC	9 years (after guarantee period of one year i.e DLP)
(d)	Payment terms of CAMC	Half yearly payment after satisfactory completion of quarterly service.

3.15 **Warranty / Defects Liability Period / Comprehensive Maintenance Annual Service Contract (CAMC)**

The equipments and materials supplied under this contract shall be guaranteed against all types of defects (manufacturing or workmanship) for a period of **one (1)** year from the date of commissioning and successful operation of the system which will be considered as the virtual date of completion. Any defect in the system/sub- assemblies found within the defects liability period shall be rectified/ replaced by the tenderer free of cost. During this period, servicing / checking at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free of cost including annual servicing of the system. **The charges for comprehensive annual maintenance contract shall include replacement of any part of the system, including all required spares, consumables, compressor etc.** This guarantee shall also cover consumables as required for servicing of the system. During the currency of the defects liability period, if the downtime of any equipment supplied exceeds one working day, **a penalty in the form of extension of the Defects Liability period with equal number of days will be levied.** The tenderer shall also ensure that the required spares etc. for proper maintenance are readily available with them.

The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the successful tenderer shall make periodical inspection of the working of the system free of charge at least once in three months or less and attend to various equipments and other service/settings that may be required of him.

The tenderers shall also quote their charges for providing all inclusive comprehensive maintenance service of AC system applicable after the expiry of the one year guarantee period. The scope of the contract will include at least **FOUR** servicing / preventive maintenance at quarterly intervals in a year and ANY NUMBER of breakdown calls round the clock. Preventive maintenance should include all the activities as recommended by the Original Equipment Manufacturer. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of man/material/transport etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects.

The quoted CAMC rate shall remain firm and valid for a period of one years from the date of expiry of guarantee / defect liability period without any escalation. Payment for CAMC shall be on half yearly basis on rendering satisfactory service. The service contract shall be renewed for an additional period of at least 8 years after the initial CAMC period of one year after completion of DLP of one years. In other words an assured life and service support will be provided for a total of 10 years [9 years CAMC + 1 year DLP] period after commissioning and handing over of the system for use. At

the time of renewal of contract after the expiry of the initial validity period of one years and for all subsequent years, the new Contract amount will be arrived at based on following formula.

$$AC = AP \{15+60 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times 1/100$$

AC: - The contract amount for the current year

AP:- The contract amount for the previous year

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

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

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

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

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

Scope of work under AMC shall broadly cover the following:

a) Maintenance Services shall consist of **comprehensive maintenance** of various types of Air conditioning equipments / machines. Cost of any spare parts including the consumables required and labour charges are included in the scope of maintenance contract.

b) For attending preventive and breakdown call, contractor shall depute the trained professionals in the field of the said work directly employed by them and work will be supervised by Bank's Officials. For attending the breakdown calls after the office hours or on holidays, the contractor shall arrange to rectify the defects within two hours after registering the complaint through e-mail or telephone. Technicians have to do periodical checking of proper working of ACs.

c) All necessary tools, measuring electronic equipments, waste cotton, oil, grease, spare parts and approved refrigerant gas etc. (as per the requirement) shall be supplied by the contractor within the quoted rates.

d) The contractor shall keep all the equipments/machine clean, tidy and in effective working conditions.

e) At the time of servicing, if any defects or deficiency is found in the equipments/machines, it shall be immediately brought to the notice of Bank's officials on duty and corrective action shall be taken.

f) The Comprehensive AMC charges is all-inclusive type and covers the servicing charges and replacement of faulty part(s) including their compressors, if found faulty.

g) Other maintenance activities recommended by the manufacturers and as required at site.

h) Whenever the units or its components are taken out for repairs or for overhauling, standby units or its components shall be provided free of cost.

3.17 Insurance

The contractor shall take all insurance to cover all kinds of risks from the date of scheduled commencement of works, insure the works at his cost and keep them insured until the virtual completion of works against loss or damage to cover all kinds of risks, in the joint names of the Employer and the contractor (the name of the former i.e., RBI being placed first in the policy) before commencement of work. The contractor shall deposit the policy and receipts for the premium with the Employer within twenty one days from the scheduled commencement of works. It shall cover the following risks:

- Contractors All Risk (CAR) insurance inclusive of Storage, erection testing and commissioning policy for the full contract value including fire risk and Transit insurance for transportation from manufacturer's works to site (by Air/Sea/Road etc. as applicable).
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for 100% of contract value with a limit of Rs. 2 lakh per accident.

In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the contractor without prejudice to the other rights of the Employer in respect of such default.

3.18 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment offered. **Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering.** Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

3.19 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. 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 as defined in clause 4.27 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Bank's Engineer.

3.20. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.21. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing and with the prior consent in writing of the Employer.

3.22. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

3.23. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.

3.24. Before dispatching the equipment to site, the equipment shall be inspected by the Bank's Engineer/s at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Engineer/s shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer/s and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

3.25 Cost of Inspection:- The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer/s may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

3.26 Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

3.27 Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to :

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under

such clause (b) above or this clause the provision of delivery clause apply as far as applicable.

3.28 Bank's Engineer decision as to rejection final: - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.29 Payment Terms: The following terms of payment, subject to statutory deductions, shall be applicable to this contract:

- a) 60% of the quoted rate, on pro rata basis, against satisfactory delivery of the entire system along with all other materials as indicated in the tender at site and on inspecting the same by the Bank's Engineer(s) to the satisfaction of the bank along with submission of following documents.
 - i. Agreement and requisite insurance policies as per tender conditions.
 - ii. Contractor's Certificate that all the components, parts, subsystems, consumables etc., for successful installation, commissioning and testing of the AC including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
- b) Balance 40% of the quoted rate on satisfactory completion of erection, testing, commissioning and handing over the AC units to the Bank and removal of all cartons/packing material, debris and after making good, to the satisfaction of the Bank of any damages done to walls, floors, etc., after completion of work.
- c) The Retention money of 5% will be recovered from each on-account bill till the total recovery amounts to 5% of contract value. The Retention money will be released after satisfactory completion of the Defect Liability Period of one year.
- d) Each payment is liable to deduct IT, TDS etc., as per state/central govt., tax laws.

3.30 **Liquidated Damages:** Time is the essence of the contract. The entire work shall be completed within 70 days from the date of issue of work order failing which liquidated damages at a rate of 0.25% per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. The successful tenderer shall submit a Bar Chart programme for completion of supply, erection & commissioning of the various components & sub-assemblies. Any broken period delay will be considered as delay of one week and accordingly liquidated damages shall be levied.

3.31 The successful tenderer shall execute an agreement with the Bank on stamped paper within ten days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an

agreement has been executed and all the terms and conditions shall apply on this contract.

3.32 The payment for the system will be made by Bhopal Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Bhopal.

The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

3.33 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

3.34 The Contractor shall strictly comply with the provision of safety code annexed hereto.

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

Place:

Date:

Seal and Signature of Tenderer

SAFETY CODE

- 1 There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool.
- 2 An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3 Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5 The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6 Every opening in the floor of building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8 Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9 Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10 (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
- 11 Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- 12 Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 13 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- 14 The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India / the state government/ the Bank time to time.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets through RCCB of 30mA sensitivity.
- ii. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Section- IV

The Conditions Hereinafter Referred To

Interpretation clause

4.1 In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assigns and successors.
b) "Contractor" (in the case of partnership) (in the case of individual) (in the case of Company)	"Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner. "Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives. "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
c) "Site"	Shall mean the site of the contract works including any Buildings and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, General Instructions to Contractors and Special Conditions, The Conditions Hereinafter Referred To, the Appendix, the Schedule of Quantitates and Specifications etc., attached hereto and duly signed.
e) "Notice in writing"	Or written notice shall mean a notice in written, typed or printed or written notice characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their 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 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 account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean "Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System for UPS room at 1 st floor Bank's Main Office Building, Bhopal – 462011".

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

4.2 **Scope of Contract**

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

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.

- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 28 & 29 hereof.

4.2.2 Scope of contract includes, but is not limited to, the following:

- a) The coordination, scheduling and management of work of component suppliers and subcontractors.
- b) Provide materials as specified in the technical specifications.
- c) Design, Supply, Assembly, Installation, Testing and Commissioning of all items as specified and handing over the AC units to the Employer.

4.3 Contractor's Duties

Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.
- e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.
- f) Shall be responsible for obtaining all the statutory approvals for completing the work.

4.4 Variations to be approved by Employer

The Contractor shall submit a statement of variations giving a 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 it.

4.5 Drawings, Schedule of Quantities & Agreement

The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

4.6 Work sequence

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period

as per the approved schedule. The scheduled time period starts from the 10th day after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

4.7 Contractor's use of Estate

The site of the work is an occupied building. Contractor's use of Estate shall be subject to following:-

- a) Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- b) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- c) Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- d) Move stored products which interfere with operations of building or the operations of other trades.
- e) Obtain and pay for use of additional storage or work areas needed for operations.

4.8 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

4.9 No disruption to normal office functions

This project is to be executed in an occupied office building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

4.10 If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building Etc. The

Contractor shall perform such works during Employer dictated hours and shall include all costs in its tender.

4.11 The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

4.12 Protection of Work and Property

The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record. The Contractor shall take due care for protection of the work and Employer's property.

4.13 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 electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 4.22 & 4.26 thereof.

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 rights, and shall defend all actions arising from 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.

4.14 Setting out of work

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear within a period of five year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

4.15 Materials and workmanship to conform to the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

4.16 Contractor's superintendence and representative on the works

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

4.17 Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

4.18 Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by

the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.19 Assistant Manager (Tech)/Manager (Tech)

The term “Assistant Manager (Tech)/Manager (Tech)” shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager (Tech) / Manager (Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice 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 by the Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

4.20 Assignments 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.

4.21 Alterations, additions, Omissions 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 to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations,

additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 4.26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

4.22 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 4.26 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

4.23 Sufficiency of Schedule of Quantities

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

4.24 Measurement of Works

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

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

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

4.25 Prices for extra etc. ascertainment of

The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule

of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing. No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 4.14, 4.22 & 4.23 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work 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 omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

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

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 4.30 hereof.

4.26 Unfixed materials 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 of or damage to such materials.

4.27 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 or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

4.28 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within DLP 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, 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 moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit 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 any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 4.2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

4.29 Certificate of virtual completion and Defects Liability Period

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

4.30 Nominated Sub-Contractor

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

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

- (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

4.31 Other persons employed by Employer

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

4.32 Insurance in respect of damage to person and property

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

or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company** authorized by IRDAI, **a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or

at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an insurance company authorized by IRDAI, a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

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

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

4.33. Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

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

4.35 Damages for Non-completion

If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time under Clause 4.37 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

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

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion

stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorized extension of time granted by the employer, the provision of liquidated damages as stated under clause 4.36 will become applicable.

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

4.37 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 drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

4.38 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 the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained,

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 10 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the 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 the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the 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. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or

loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.39. Termination of Contract by Contractor

If payment of the amount payable by the Employer under certificate of the Bank's engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, 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 the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 4.26 hereof.

4.40. Certificates and Payments

The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion

shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Employer.

4.41. Delayed Payment

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honoring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

4.42. Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 4.2, 4.9, 4.15, 4.16, 4.21, 4.25, 4.26, 4.27, 4.28, 4.29, 4.37(a,b,c,d,f), 4.38, 4.39, 4.41 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, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 4.44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

4.43. Settlement of dispute by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its 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 in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the

works. The 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.

The venue of arbitration shall be **Bhopal, India.**

4.44. Right of technical scrutiny of final bill

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

4.45. Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer 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.

4.46. Abandonment of Works

If at any time after 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.

4.47. Return of surplus materials

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer,

at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

4.48. 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, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

4.49. Accident Reports

In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

4.50. Marginal Notes

The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

SPECIAL CONDITIONS

4.51. Progress of Work

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.

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

4.53. Non-disclosure Clause

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

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

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

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

4.54 Minimum wages to the workmen:

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

4.55 Labour License:

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

4.56. Sexual Harassment of Women:

a) The contractor 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 or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The Contractor shall provide a complete and updated list of employees who are deployed within the Bank's premises.

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

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

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

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

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

- g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract.
 - i. failed to disclose conflict of interest.
 - j. failed to disclose any previous transgressions made in respect of the provisions of sub clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.,
3. If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to the public health as part of execution of a public procurement contract.

Place:

Date:

Seal and Signature of the Bidder

Appendix

The condition Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion Certificate
2.	Period of Final Measurement	2 months
3.	Date of Commencement	Within 10 days from the date of issue of work order.
4.	Date of Completion	Date of virtual completion certificate.
5.	Rate of liquidated damages for non- completion of work.	0.25% per week of delay subject to a maximum of 10% of the contract value.
6.	Value of works for interim	As per tender terms & conditions.
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum
9.	Completion period	70 days from the date of issue of work order
10.	EMD	Rs. 19,200/- to be submitted by all the intending bidders. (Firms registered under MSME are exempted from paying the EMD, subject to submission of UAM.)

Seal & signature of Contractor

SECTION V

Commercial conditions check List

Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011.

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions
1	Validity	90 days from opening of tender part-I	
2	EMD by all participating Contractors	Rs.19,200/-	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Service after sales during AMC	Quoted rates shall include the cost of repairs/ maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and quarterly visit.	
7	Completion period	70 days from the date of issue of work order.	
8	Liquidated damages	0.25% per week of delay subject to a maximum of 10% of the contract value.	
9	Penalty during warranty & AMC period	Rs.500/- per day subject to maximum of 10% of the annual maintenance charges, if the defect in the system is not rectified within the period of 2 days	
10	Service Set Up	Service facility available at Bhopal/Indore.	

11	Insurance	Shall include separate policies for: i. CAR Policy ii. Workmen compensation policy iii. Third party liability policy	
12	Annexures	All the annexures including Bankers certificate and service set up proof are being attached as enclosed.	

Part II should not contain any terms and conditions but only priced bill of Quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place

Date

Seal & Signature of Contractor

Section-VI

SYSTEM REQUIREMENT AND SPECIAL CONDITIONS

1. All the bidders must compulsorily visit the site at RBI Main office building, Bhopal before quoting the rates so as to understand the exact requirement of high performance AC and its mount accessories , water drainage etc.
2. Rates should be inclusive of minor civil works necessary to accomplish the task including the grouting using Dash Fasteners, welding and other minor works not specifically mentioned but are compulsory for completing the work.
3. The work should be carried out in such a manner so as to create minimum hindrance and trouble to existing ongoing operation.
4. Successful firm should co-operate with other contractor(s) working in the same area. For the work an exclusive engineer should be deputed to supervise and monitor the work.
5. Any frame and suspenders made out of suitable size MS angle iron suspenders shall be inclusive in the work.
6. Bank will only provide incoming supply at one point and subsequent wiring using suitable size of copper cable is to be included in the work.
7. Supplier shall submit the factory test report / result for the supplied equipment's during the commissioning of the same.
8. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
9. The workmen will not be allowed to stay within the premises.
10. The water required for workmen can be availed from the available source at site free of cost.
11. The electric power required for the work can also be similarly drawn from the suitable supply available at site free of cost.
12. Permission, if any, required from the local bodies shall be obtained by the Contractor.
13. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.

or as per the Bank's instructions.

14. The Tenderer may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the department / section located there and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase-cutter only.

15. The contractor shall prepare three copies of as done / as build drawing after completion of the work and shall submit along with the final bill.

16. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.

17. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to make availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.

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

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

Place:-

Date:-

Seal & Signature of the Tenderer.

Section VII

Technical Specifications & Scope of Work:-

7.1 Scope of work: -The Scope of this section comprises the supply, installation, testing and commissioning of high performance equipment room cooling split A.C units conforming to these specifications and in accordance with requirements and service provided for the same.

GENERAL

7.2 Design Requirements:-

The environmental control system will be a High performance factory assembled split air-conditioning unit. It will be wall mounted, optimized for maximum cooling capacity and high Airflow rate to match sensible load in technology room. For operational convenience the AC unit should be designed for service from the front of the unit.

The Air-cooled High Performance Split AC unit shall be designed as per following conditions:

- Inside Design condition : 25 Deg C \pm 2 Deg C and 50% RH \pm 10%
- Ambient air design temperature : 45 Deg C
- Actual Capacity : 10.8 KW/3TR
- Air Quantity : More than 500 CFM / TR
- Filters Efficiency : 90% efficiency down to 10 Microns.
- Type of load : High sensible heat load (Sensible heat factor above 0.90)

7.3 Submittals:-

Submittals will be provided with the proposal and will include: Dimensional/installation, refrigerant – hydraulic and electrical connection data, and circuit drawings.

7.4 Warranty:-

The system will be provided with a warranty against defects in material and workmanship.

7.5 Quality Assurance:-

The system will be designed and manufactured according to world-class quality standards.

PRODUCT

7.6 Cooling Circuit:-

The refrigeration system shall consist of a Green Gas R407C/R410A based Scroll compressor, hydrophilic coated evaporator coil, condenser coil, thermostatic expansion valve (Capillary Tube type expansion device is not acceptable) and filter drier. The compressor should have a

suction gas cooled motor, vibration isolators, internal thermal overloads, manual reset high pressure switch, low pressure and high pressure transducer.

7.7 Fan section:-

The unit will be equipped with an EC (electronically communicated) Fan-High efficiency step-less speed modulation fan with EC motor with high efficiency and high reliability. The unit are designed with draw-thru airflow having fans in downstream of the coil.

7.8 Cabinet and Frame:-

The exterior steel panels will be custom powder coated to protect against corrosion. The wall constructed side, bottom and rear panels separated with insulation from the airstream. The unit should be provided with perforated inlet and outlet panels and same should have more than 65% open area.

7.9 Air Filtration:-

The unit will be equipped with one set of HDPE air-filter having filtration efficiency of 90% down to 10 micron and same to be located within the cabinet and accessible from the front of the unit. The filter can be washed repeatedly with G4 Filter.

7.10 Air Cooled Condenser:-

The condenser should be with fan modulation kit. Condenser should be able to work -5 deg C to 45 deg C ambient temperature without tripping. The condenser frame will be made up of a sturdy G.I. structure. The protection level of the outdoor unit will be IP54. The air-cooled condenser coil is constructed of mechanically expanded copper tubes in enhanced surface aluminium fin with Hydrophilic coating.

Unit Controls

7.11 Microprocessor Controller

Unit should be controlled by intelligent control board. The control board should be microprocessor based. The controller should allow setting and monitoring of the room parameters.

The controller allows setting and monitoring of the following space parameters:

- Return Temperature set-point
- Actual Room temperature
- Indoor Fan speed Range
- Mode of Operation
- Unit Number
- Active Alarm

Example of available warnings / alarms:

- Power fail
- High Return temperature

- Loss of airflow
- Compressor Low Pressure
- Compressor High Pressure
- High discharge temperature

Following features will be incorporated in the controller:

- Sequencing and auto-rotation of units upto 8 numbers in connection.
- Fault Failure Switch in sequence
- Automatic restart will be provided after a power failure.
- Fault Failure changeover

7.12 Displays versions:

The unit should be provided with corded remote controller with LCD screen and keypad. It will provide multiple-level password protection to prevent unauthorized operation effectively. The operation time of components should be available through the menu. A led indication in case of the 'Warning' or 'Alarm' event. The screen will display the current temperature, unit output status (Cooling, fan, free cooling), unit mode (Single, lead, standby), unit operation status (Running, standby, locked), alarm information, and current date & time. More detailed operating status and alarm information will be available from the Main Menu screen.

7.13 Monitoring:-

The control board should provide an RS 485 port and the standard protocol will be MODBUS.

7.14 Technical Data to be furnished by Tenderers: -

Sl no.	Parameters	Bank's Requirement	Technical Information to be furnished by bidder
1	Offered make of AC unit	Make of equipment must be as per technical specification given in the tender	
2	Offered models of AC unit		
3	Capacity of each High Performance Cooling Unit	10.8 Kilo watt / 3 Tr.	
4	Sensible heat ratio	Greater than 0.9	
5	Unit-to-Unit communication, synchronisation in cascading mode up to 8 unit.	Unit must be having this feature.	
6	Minimum CFM of the machine	More than 500 CFM per Tr.	

7	Fan unit	EC Fan-High efficiency step-less speed modulation fan with EC motor.	
8	Compressor and condenser coil	Scroll Compressor and Anti Corrosive Condenser coil.	
9	Fault Failure changeover	Unit must have Fault Failure changeover feature.	
10	Filter	G4 Filter	
11	CFM of the machine per Tr.	Minimum 500 CFM per Tr.	

Seal & Signature of company

Name & Designation

Date

Schedule of Technical Deviations

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

Sr. No.	Section No.	Clause No.	Deviation proposed

Seal & Signature of company

Name & Designation

Date

Section VIII

UNPRICED BILL OF QUANTITY

Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011.

S.No	Description of the Item	Qty	Unit	Rate/unit (inclusive of GST)	Amount (inclusive of GST)
1	Supply of 3 TR Wall mount high performance cooling unit (minimum 3 TR each) having high air flow of more than 500 CFM/TR, consisting of advanced microprocessor based controller, high efficiency EC fans, hydrophilic coated copper condenser coil suitable for critical technology/equipment room, scroll compressor with green refrigerant, G4 filter etc., with features viz., corded / cordless remote control, monitoring with unit to unit communication and alarm generation, remote monitoring features, authorised access control, RS485 MODBUS communication protocol, SHR >0.9, sustain up to 45 deg. centigrade outdoor temperature etc., all complete as per technical specifications detailed in the part I of tender and as directed by the Bank's Engineer. The rate to be inclusive of all taxes including GST, charges, transportation, insurance etc.,	2	Nos.	Rate to be quoted online	
2	Installation, testing and commissioning of the SRC units all complete as per technical specifications detailed in the part I of tender and as directed by the Bank's Engineer. The rate to be inclusive of all taxes, charges, transportation, insurance etc.,	02	Nos	Rate to be quoted online.	
3	Supply and laying of copper refrigerant piping, for above AC units, having suitable dia. for hot and liquid line separately with suitable nitrile rubber insulation for both the pipes including rolling insulation tape all complete, as per site requirement. Heavy duty PVC casing to be provided to cover the piping and cables wherever required and as directed by Bank's Engineer. The rate to be inclusive of all taxes including GST, charges, transportation, insurance etc.,	25	Mtr.	Rate to be quoted online.	

4	Supply and laying 4C, 4/6Sq.mm, 1100V grade, FRLS copper cable for indoor and outdoor connectivity of the above said split unit. This should also include 10SWG GI earth wire for equipments body earthing. The rate to be inclusive of all taxes including GST, charges, transportation, insurance etc.,	25	Mtr.	Rate to be quoted online.
5	Supply and laying 1.5Sq.mm, 6C, flex bare copper conductor, PVC insulated, cores laid up together PVC inner sheathed, GI wire braided (flexible armouring), overall PVC sheathed steel braided cables of 1100V grade for indoor and outdoor connectivity of the said split unit. The rate to be inclusive of all taxes including GST, charges, transportation, insurance etc.,	25	Mtr.	Rate to be quoted online.
6	Supply and charging of R407C/R410A refrigerant for the said AC units after necessary nitrogen pressure testing, leakage detection and vacuuming. The rate to be inclusive of all taxes including GST, charges, transportation, insurance etc.,	10	Kg	Rate to be quoted online.
7	Supply and laying of suitable dia. industrial standard UPVC condensate drainpipe. The rate to be inclusive of all taxes including GST, charges, transportation, insurance etc.,	20	Mtr.	Rate to be quoted online.
8	Supply and fixing of industrial standard wall/floor mount stand for outdoor unit of the above cited AC unit. The rate to be inclusive of all taxes including GST, charges, transportation, insurance etc.,	02	Pair	
9	Total Capital cost : Sum of SI No. 01-08 (A) In Words: _____ _____			
9	Less: Rebate for carefully removing and taking away existing 04 Nos of split AC unit after handing over of new system.[Rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.] (B)	01	Job	Rate to be quoted online.
10	CAMC: - Per annum charges for Comprehensive, all inclusive, Annual Maintenance Service Contract of the above cited 02 nos Air-conditioning system as per terms & conditions of the tender. [Rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.] = (c)	01	Job	Rate to be quoted online.
11	Total cost of Ownership (D) = A-B + (C * 7.046)			

Note: The work will be awarded for the lowest value of (D) above. Which is treated as “Successful Bidder”

Place:

Date:

Seal and Signature of the Contractor

Proforma Of 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)

Place
Date

The Regional Director,
Reserve Bank of India
Estate Department,
Bhopal

Madam,

“Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank’s Main Office Building, Bhopal – 462011” - Bank Guarantee for Earnest Money Deposit.

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Bhopal (hereinafter called the ‘Employer’) has invited tenders for the work Tender for Supply, Installation, Testing and Commissioning of Multi zone (hereinafter referred to as ‘the Work’) on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹_____ (Rupees _____only) as Earnest Money Deposit.
2. M/s_____, (hereinafter called as tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said

conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs . _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs . _____/- (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of

- their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein
- e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

_____ bank.

Authorized official.

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

Proforma Of Bank Guarantee in lieu of Security Deposit

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

To
The Regional Director
Reserve Bank of India
Estate Department
Bhopal-462011.

Madam,

Tender for Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011- Bank Guarantee for Performance Security Deposit

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s_____(Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas we are aware that an agreement has been executed between the Reserve Bank of India and the contractor and in terms of clause___of the said agreement the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹_____ (Rupees_____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s_____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs_____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not

performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force till currency of contract.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the bank) Signature of authorized bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the bank by the above named in the presence of:

Witness 1

Signature

..... Name

.....

Address

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

CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay
(indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom
works executed
- 10 Whether the contractor employed qualified
Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/Good/Satisfactory/poor

ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?

ii) If yes, total amount of claim

iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
 - a) Technical proficiency Outstanding/Very Good/Good/Satisfactory/Poor
 - b) Financial soundness Outstanding/Very Good/ Good/Satisfactory/Poor
 - c) Mobilization of adequate T&P Outstanding/Very Good/Good/Satisfactory/Poor

- | | |
|-----------------------------|--|
| d) Mobilization of manpower | Outstanding/Very Good/Good/Satisfactory/Poor |
| e) General behavior | Outstanding/Very Good/Good/Satisfactory/Poor |

Seal and Signature of the Authorised Signatory

Note:

- (i) All columns should be filled in properly countersigned.
- (ii) The Client Certificates should be submitted for each of the Prequalification work/s.
- (iii) The client's certificate shall be signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and the client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificate.

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On bankers' Letter Head)**

To,
Regional Director,
Reserve Bank of India,
Bhopal

This is to certify that to the best of our knowledge and information M/s. /Shri_____ is a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹9.60 Lacs). This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the bank with Name, Designation & Seal

Note:

- 1. Bankers' certificates should be on letter head of the bank.**
- 2. In case of partnership firm, certificate should include names of all partners as recorded with the bank**

Details of similar qualifying works executed during the last 5 years

Sr. No.	Name and address of the firm	No. of units supplied	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number & contact person of the firm

(Attach sheet if required and attach TDS certificate in case of private companies)

Signature and Seal of the tenderer

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the “Tender for Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank’s Main Office Building, Bhopal – 462011” including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder Name/(s)

Stamp/Seal of the Bidder

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

Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by the bidders on their letter head duly sealed and signed by the authorised signatory)

To
Regional Director
Reserve Bank of India
Bhopal

Name of Work: Tender for Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011.

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

2. I/We certify that _____ (Name of the bidder)
- i. Is not from a country sharing land border with India, or
 - ii. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. Is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that _____ (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We

_____ (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

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

Signature and name of the authorised signatory of the Bidder with stamp

Date:

Place:

Undertaking regarding site visit by the Tenderer in order to understand the work

**To
The Regional Director
Reserve Bank of India
Estate Department
Bhopal**

Madam,

Name of the Work: Tender for Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011

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

Yours Faithfully,

(Authorised Signatory)

Name and address of the company with seal

Date:

Place:

Undertaking Regarding Declaration of Debarment by Public Institution(s)
(To be submitted by the tenderer on their letter head)

Name of Work: Tender for Supply, Installation, Testing & Commissioning of 02 Nos Wall Mounted High Performance Equipment Room Cooling Split Air-conditioning System (minimum 3 TR each) for UPS room at 1st floor Bank's Main Office Building, Bhopal – 462011.

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

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

(Seal and Signature of the bidder)

Date:

Place:

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

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

Mandate Form

Madam,

I / We hereby give my / our consent to accept the payments of my / our bills through online e-payment system. My Bank details are as under:-

Particulars	Details
Name of Account holder	
Address of Beneficiary with e-mail	
Telephone / Mobile Nos.	
PAN Card No.	
Bank Name	
Branch Name & Address	
IFSC Code	
Account No.	
Type of A/c (CA/SB/CC)	
Contact details of Person In-Charge of Work (Name, Mobile No and Email Id)	
Registered under GST Act, 2017 (Yes/ No)	
GSTIN	
Composition Taxable (Yes/ No)	
Registered under MSMED Act 2006 (Yes/ No)	
UAN No. (If Registered as MSME)	

***NOTE:** It is mandatory to provide Cancelled Cheque and Copies of PAN Card, GST Registration Certificate and MSME Registration Certificate along with this form.

Signature
(Seal & Name)

NEFT Details for effecting e-payments

Name of the Institution: Reserve Bank of India, Bhopal

Address (in full): Reserve Bank of India, Bhopal

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Bhopal
2	Account Number	186003001
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR 5286M
5	Name of the Bank	RBI, Bhopal
6	Name of the Branch	RBI, Bhopal
7	Address of the Bank	RBI, Bhopal
8	NEFT/IFS Code	RBIS0BLPA01 (0 in the code represents ZERO)
9	Name of the Account	RBI, NEFT, Inward Received
10	GST Number	23AAIFR5286M1Z0

Annexure –‘L’

Details of Service Set up at Bhopal / Indore

S.No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spares parts of the High Performance AC have been stocked	

Seal of company & Signature

The firm has to submit the valid supporting documents) Electricity Bill/Landline Bill/ Lease agreement) for proof of service set up at Bhopal/Indore.

Checklist of documents to be submitted by the Bidders

General Checklist for the documents to be uploaded along with Part I of tender.

S.No.	Description	Bidders Confirmation (Yes / No)
1.	Duly seal and signed Tender Part-I	
2.	EMD for an amount of Rs.19,200/-	
3.	Duration of past experience – shall have minimum 5 years of experience in executing the works	
4.	Minimum Qualifying works as per Annexure – ‘E’	
5.	Audited financial statements and ITRs of last three financial years.	
6.	Client’s certificate as per Annexure – ‘C’	
7.	Solvency/Bankers certificate as per Annexure – ‘D’	
8.	Power of Attorney as per Annexure – ‘F’	
9.	Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India as per Annexure – ‘G’	
10.	Undertaking regarding site visit by the Tenderer as per Annexure – ‘H’	
11.	Undertaking regarding declaration of debarment by public institution(s) as per Annexure – ‘I’	
12.	Mandate form as per Annexure – ‘J’	
13.	Copies of TDS certificates in case of eligible works completed with private organisation.	
14.	Letter of Authorisation from OEM	
15.	GST registration certificate and PAN details	
16.	MSME Registration certificate	
17.	Technical literature of the various components and write up of the system.	