



भारतीय रिज़र्व बैंक  
संपदा विभाग  
बेंगलुरु

ई-निविदा आमंत्रण सूचना

**भारतीय रिज़र्व बैंक, बेंगलुरु के मुख्य कार्यालय भवन में डीआईटी सर्वर रूम के लिए 5.5 टीआर क्षमता वाले प्रेसिजन एयर कंडीशनर सिस्टम के 02 नगों की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग**

भारतीय रिज़र्व बैंक, बेंगलुरु उन पात्र ठेकेदारों से ई-टेंडर मोड के माध्यम से दो-भाग की निविदा आमंत्रित करता है जो निम्नलिखित कार्य के लिए नीचे निर्दिष्ट न्यूनतम पूर्व-योग्यता मानदंडों को पूरा करते हैं। जिन कार्यों के लिए बोलियाँ आमंत्रित की जाती हैं, उनका मुख्य विवरण और बोली लगाने वाले के लिए महत्वपूर्ण निर्देश निम्नानुसार हैं:

2. इच्छुक निविदाकर्ता को निविदा में भाग लेने के लिए निम्नलिखित पात्रता शर्तों को पूरा करना होगा:

केवल वे ओईएम/ठेकेदार/सिस्टम इंटीग्रेटर/अधिकृत डीलर जिनके पास कार्यालय भवनों/वाणिज्यिक परिसरों/औद्योगिक घरानों के लिए प्रेसिजन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग जैसे समान कार्य करने के क्षेत्र में न्यूनतम 5 वर्ष का अनुभव (मार्च 2025 से पहले कार्य आदेश और संबंधित कार्य पूर्णता प्रमाण पत्र प्रस्तुत किया जाना है) है और पिछले 5 वर्षों के दौरान निम्नानुसार लागत वाले व्यक्तिगत रूप से समान कार्यों को सफलतापूर्वक निष्पादित किया है:

(a) तीन कार्य, जिनमें से प्रत्येक की लागत 23 लाख रुपये के 40% से कम न हो  
या

(b) दो कार्य जिनमें से प्रत्येक की लागत 23 लाख रुपये के 50% से कम नहीं होगी  
या

(c) एक कार्य जिसकी लागत 23 लाख रुपये के 80% से कम न हो  
और

(d) पिछले 3 वर्षों के दौरान न्यूनतम वार्षिक कारोबार 23 लाख रुपये का 100% होना चाहिए।  
और



(e) वारंटी और एएमसी के दौरान बिक्री के बाद सेवा प्रदान करने के लिए बेंगलुरु में एक पूर्ण सेवा स्थापित की गई है।

निविदाकर्ताओं को अपनी पात्रता पूरी करने के संबंध में निम्नलिखित दस्तावेज **उपयुक्त फ़ाइल नामों के साथ अपलोड करने चाहिए।**

- a) अनुभव दर्शाने के लिए कार्य के दायरे और मूल्य को दर्शाने वाले विस्तृत कार्य आदेश की प्रतियां।
- b) पूर्ण हो चुके कार्यों की सूची, अनुलग्नक 'ए' के प्रारूप के अनुसार सभी विवरण सहित
- c) अर्हकारी कार्यों के लिए अनुलग्नक 'बी' के अनुसार निर्धारित प्रारूप में ग्राहकों से प्राप्त पूर्णता प्रमाण पत्र
- d) ईएमडी के प्रेषण का प्रमाण
- e) अनुलग्नक 'सी' के अनुसार बैंकर्स प्रमाणपत्र
- f) पिछले 3 वर्षों के टर्नओवर के लिए ऑडिट किया गया वित्तीय विवरण (फ़ाइल नाम जैसे: FS1, FS2 आदि)
- g) सेवा सेटअप का विवरण - अनुलग्नक 'डी' के प्रारूप में
- h) तकनीकी विचलन न करने की शपथ-पत्र – अनुलग्नक 'ई' के अनुसार
- i) निर्दिष्ट वस्तु के विवरण/कैटलॉग और निर्माताओं के नाम।
- j) बैंकर्स का विवरण अनुलग्नक 'एफ' के अनुसार है
- k) अनुलग्नक 'जी' के अनुसार पावर ऑफ अटॉर्नी की प्रति
- l) प्रस्तावित प्रणाली का तकनीकी विवरण
- m) प्रस्तावित कार्य से संबंधित कोई अन्य जानकारी
- n) अनुलग्नक 'के' के अनुसार विधिवत भरा हुआ और हस्ताक्षरित एनईएफटी अधिदेश फॉर्म
- o) विधिवत भरा और हस्ताक्षरित शिकायत उन्नयन मैट्रिक्स – अनुलग्नक 'एल'

**केवल उपरोक्त योग्यता रखने वाले निविदाकर्ता ही कार्य के लिए निविदा देने के पात्र होंगे। यदि कोई फर्म उपरोक्त मानदंडों को पूरा नहीं करती है तो उसके द्वारा प्रस्तुत निविदा को अस्वीकार कर दिया जाएगा। जो लोग पात्रता मानदंड और तकनीकी मापदंडों को पूरा करते हैं, वे ही भाग II (मूल्य बोली) खोलने के लिए योग्य होंगे।**

निविदाकर्ता को अनिवार्य रूप से नीचे उल्लिखित जानकारी लिखित रूप में प्रस्तुत करनी चाहिए और निविदा के भाग I के साथ प्रासंगिक दस्तावेजों की प्रतियां अपलोड करनी चाहिए। इसके अलावा, ठेकेदार को आगे की निविदा प्रक्रिया के लिए अर्हता प्राप्त करने के लिए मांगे जाने पर दस्तावेजों की मूल प्रति बैंक को प्रस्तुत करनी चाहिए।



ए)	फर्म की संरचना	ठेकेदारों की फर्म की संरचना का पूर्ण विवरण (चाहे ठेकेदार एक व्यक्ति है, या साझेदारी फर्म है, या कंपनी आदि है) विस्तृत रूप से नाम और पता, साझेदार के एसोसिएशन के लेख/पावर ऑफ अटॉर्नी/अन्य प्रासंगिक दस्तावेजों की प्रति के साथ प्रस्तुत किया जाना चाहिए।
बी)	कार्य अनुभव एवं निर्दिष्ट अवधि के दौरान निर्दिष्ट मूल्य के समान कार्यों को पूरा करना	दो अर्हकारी कार्यों के लिए विस्तृत कार्य आदेशों की प्रतियां जिनमें पुरस्कार की तिथि, पुरस्कार प्राप्त कार्य का मूल्य, कार्य पूरा करने के लिए दिया गया समय आदि दर्शाया गया हो तथा संबंधित पूर्णता प्रमाण पत्र जिसमें वास्तविक पूर्णता तिथि तथा निष्पादित समान कार्यों का वास्तविक मूल्य दर्शाया गया हो, कार्य अनुभव के प्रमाण के रूप में संलग्न किया जाना चाहिए। भारतीय रिजर्व बैंक के लिए किसी भी केंद्र पर कार्य करने के पिछले अनुभव, यदि कोई हो, के दस्तावेजी साक्ष्य के साथ विवरण भी दिया जाना चाहिए।
सी)	निर्दिष्ट अवधि के दौरान कारोबार	चार्टर्ड अकाउंटेंट द्वारा जारी प्रमाण पत्र प्रस्तुत करना होगा।
डी)	बैंकर्स और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	अपने बैंकर्स के नाम और पते के बारे में लिखित जानकारी तथा संपर्क अधिकारी (अर्थात् वे व्यक्ति जिनसे बैंक द्वारा अपने बैंकर्स के कार्यालय में संपर्क किया जा सकता है, यदि ऐसा आवश्यक हो) का पूरा विवरण जैसे नाम, डाक पता, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर आदि प्रस्तुत किया जाना चाहिए।
ई)	बैंक खाते का विवरण	उनके बैंक खातों का पूरा विवरण दिया जाना चाहिए, जैसे खाता संख्या, प्रकार, कब खोला गया आदि।
एफ)	पूर्ण किये गये कार्यों का विवरण	ग्राहकवार कार्यों के नाम, कार्य के निष्पादन का वर्ष, निष्पादित कार्य की स्वीकृत और वास्तविक लागत, अनुबंध में निर्धारित कार्य पूरा होने का समय और कार्य पूरा करने में लगा वास्तविक समय, अधिकारियों/प्राधिकारियों/विभागों के नाम और पूर्ण संपर्क विवरण जिनके अधीन कार्य निष्पादित किया गया/थे, प्रस्तुत किया जाना चाहिए।
जी)	एएमसी/बिक्री के बाद सेवा	निविदा के भाग II को खोलने के लिए पात्र बनने हेतु पीएसयू / एयरपोर्ट / केंद्र सरकार / आरबीआई से संतोषजनक निर्बाध सेवा प्रदान करने का प्रमाण पत्र आवश्यक है।



क्र. सं.	वस्तु	विवरण
i.	ई-निविदा सं.	आरबीआई/बेंगलोर क्षेत्रीय कार्यालय/संपदा/13/25-26/ईटी/201
ii.	कार्य का नाम एवं स्थान.	भारतीय रिज़र्व बैंक, बेंगलुरु के मुख्य कार्यालय भवन में डीआईटी सर्वर रूम के लिए 5.5 टीआर क्षमता वाले प्रेसिजन एयर कंडीशनर सिस्टम के 02 नगों की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।
iii.	निविदा आमंत्रित करने वाले प्राधिकारी का नाम एवं पता।	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, पोस्ट बॉक्स नं. 5467, 10/3/8, नृपथुंगा रोड, बेंगलुरु - 560001 ईमेल आईडी: <a href="mailto:estatebangalore@rbi.org.in">estatebangalore@rbi.org.in</a>
iv.	अनुमानित लागत	₹23 लाख (केवल तेईस लाख रुपये) सभी करों सहित
v.	बयाना राशि जमा (ईएमडी)।	₹46,000/- (केवल छियालीस हजार रुपये)
vi.	ईएमडी जमा करने की अंतिम तिथि	28 जुलाई 2025 को सुबह 10:00 बजे
vii.	i) प्रदर्शन बैंक गारंटी (पीबीजी)  ii) बैंक गारंटी	i) कार्य आदेश प्राप्त होने पर अनुबंध मूल्य के 5% की निष्पादन बैंक गारंटी (पीबीजी) अनुबंध की शर्तों और दायित्वों की उचित पूर्ति के लिए सुरक्षा के रूप में  ii) अनुबंध राशि का 10% प्रारंभिक रूप से उपकरण के चालू होने और सौंपे जाने की तिथि से 05 वर्षों के लिए वैध रहेगा। इसके बाद, ठेकेदार प्रारंभिक बीजी की समाप्ति से चार सप्ताह पहले मूल अनुबंध राशि के 5% के बराबर एक नया बीजी प्रस्तुत करेगा और यह अगले 05 वर्षों के लिए वैध रहेगा।
viii.	(क) निविदा दस्तावेज उपलब्ध हैं तथा उन्हें ई-निविदा मोड के माध्यम से डाउनलोड/जमा किया जाना है।	बैंक के अनुमोदित ई-टेंडर पोर्टल <a href="https://mstcecommerce.com/eprocn">https://mstcecommerce.com/eprocn</a> के माध्यम से
ix.	(ख) वह अवधि जिसके दौरान निविदा दस्तावेज एमएसटीसी ई-टेंडर पोर्टल पर उपलब्ध रहेंगे।	18 जून 2025 से 28 जुलाई 2025 तक (सुबह 10.00 बजे तक)



x.	ई-निविदा और भुगतान की जाने वाली लेनदेन शुल्क की राशि पर महत्वपूर्ण निर्देश।	ई-निविदा संबंधी निर्देशों के लिए कृपया निविदा पत्र देखें: निविदा दस्तावेज के इच्छुक बोलीदाताओं के लिए महत्वपूर्ण निर्देश। ई-निविदा लेनदेन शुल्क का भुगतान एमएसटीसी वेबसाइट पर लागू होगा।
xii.	बोली-पूर्व बैठक (ऑफ़लाइन).	15 जुलाई 2025 को सुबह 11:00 बजे भारतीय रिज़र्व बैंक, संपदा विभाग, पोस्ट बॉक्स नं. 5467, 10/3/8, नृपथुंगा रोड, बेंगलुरु - 560001  नोट: प्रतिभागियों को सलाह दी जाती है कि वे आवश्यक व्यवस्था करने के लिए एक दिन पहले अपनी भागीदारी की पुष्टि मेल आईडी <a href="mailto:estatebangalore@rbi.org.in">estatebangalore@rbi.org.in</a> के माध्यम से करें।
xiii.	अंतिम बोली जमा करने की तिथि और समय (ऑनलाइन) - प्री - क्वालिफिकेशन (पीक्यू) पेपर, टेक नो - कमर्शियल (भाग I) बोली एण्ड मूल्य-बोली (भाग II)।	28 जुलाई 2025 को सुबह 10:00 बजे तक
xiv.	प्रौद्योगिकी गैर-वाणिज्यिक बोली (भाग I) खोलने की तिथि और समय।	28 जुलाई 2025 को सुबह 11.00 बजे
xv.	मूल्य-बोली (भाग II) बोली खोलने की तिथि और समय।	निविदा का भाग II (मूल्य बोली) उसी दिन या बाद की किसी तारीख को खोला जाएगा, जिसकी सूचना बोलीदाताओं को दी जाएगी।
xvi.	निविदा की वैधता	निविदा के भाग-I के खुलने की तिथि से तीन माह।
xvii.	लेनदेन शुल्क	एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान एमएसटीसी भुगतान गेटवे/एनईएफटी/आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा।



xviii.	निविदा आमंत्रित करने वाले प्राधिकारी के संपर्क विवरण।	(i) श्री राम कृष्ण एस.टी. (प्रबंधक-विद्युत) संपदा विभाग 080 - 22180260 <a href="mailto:ramakrishnast@rbi.org.in">ramakrishnast@rbi.org.in</a>  (ii) श्री करण (प्रबंधक) संपदा विभाग 080 - 22180262 <a href="mailto:Karan@rbi.org.in">Karan@rbi.org.in</a>
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### टिप्पणियाँ:

- भाग-II, अर्थात् मूल्य-बोली केवल उन ठेकेदारों/बोलीदाताओं के संबंध में बैंक द्वारा सूचित की गई तिथि पर खोली जाएगी जो भाग-I में निर्धारित सभी मानदंडों को पूरा करते हैं। बैंक बिना कोई कारण बताए किसी या सभी ई-निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।
- आवेदकों को अपने उन ग्राहकों के नाम और पते प्रस्तुत करने होंगे जिनके लिए उन्होंने हाल ही में इसी प्रकार का कार्य/आपूर्ति की है, साथ ही उन्हें आपूर्ति की गई प्रणाली/मशीन की लागत, प्रकार और क्षमता, आपूर्ति की तारीख आदि जैसे पूर्ण विवरण भी प्रस्तुत करने होंगे।
- आवेदकों/निविदाकर्ताओं को भाग I जमा करने की अंतिम तिथि से पहले एमएसटीसी पोर्टल पर निम्नलिखित प्रस्तुत करना होगा:  
(क) अपने ग्राहकों से अनुलग्नक-V में दिए गए प्रारूप के अनुसार ग्राहक प्रमाणपत्र, जिनके लिए उन्होंने इस नोटिस में वर्णित पात्रता (पूर्व-योग्यता) मानदंडों के अनुसार "पात्र कार्य" किए हैं।  
(ख) अपने बैंकर/बैंकरों से अनुलग्नक-VI में दिए गए प्रारूप के अनुसार बैंकर प्रमाण-पत्र।
- प्रमाण-पत्र क्षेत्रीय निदेशक, संपदा विभाग, भारतीय रिजर्व बैंक, बंगलुरु को संबोधित होने चाहिए तथा निविदा के भाग-I के साथ प्रस्तुत किए जाने चाहिए।
- क्लाइंट का प्रमाण पत्र तभी स्वीकार किया जाएगा जब उस पर किसी सरकारी/अर्धसरकारी संगठन या पीएसयू के मामले में कार्यकारी अभियंता/अधीक्षक अभियंता या समकक्ष रैंक के अधिकारी द्वारा हस्ताक्षर किए गए हों और ठेकेदार द्वारा किए गए काम के लिए उसे प्राप्त भुगतान के पर्याप्त प्रमाण द्वारा समर्थित हों। निजी संगठनों द्वारा जारी क्लाइंट के प्रमाण पत्र के साथ स्रोत पर कर कटौती (टीडीएस) प्रमाण पत्र भी होना चाहिए। बैंक को इन प्रमाण पत्रों को स्वतंत्र रूप से सत्यापित करने का अधिकार होगा।
- बैंक निविदाओं की मूल्य बोली के मूल्यांकन से पहले उक्त रिपोर्टों का मूल्यांकन करेगा। यदि किसी भी समय किसी भी निविदाकर्ता के पास निविदा प्रक्रिया में भाग लेने के लिए आवश्यक योग्यता नहीं पाई जाती है और/या उसके ग्राहकों और/या उसके बैंकरों से प्राप्त उसकी कार्य निष्पादन रिपोर्ट



असंतोषजनक पाई जाती है, तो बैंक निविदा के भाग-I के खुलने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है। ऐसा करने के लिए बैंक कोई कारण बताने के लिए बाध्य नहीं है।

7. बैंक न्यूनतम बोली को स्वीकार करने के लिए बाध्य नहीं है तथा किसी भी बोली को पूर्णतः या आंशिक रूप से स्वीकार करने का अधिकार रखता है तथा बिना कोई कारण बताए सभी बोली को अस्वीकार करने का अधिकार रखता है।
8. बैंक बिना कोई कारण बताए किसी भी या सभी बोलियों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और किसी भी नियम और शर्तों में ढील देने का अधिकार भी सुरक्षित रखता है। किसी भी ठेकेदार के पास अपनी बोली को अस्वीकार किए जाने के लिए RBI के खिलाफ कोई कार्रवाई या दावा करने का कारण नहीं होगा।
9. आवेदन करने के इच्छुक आवेदकों को अपनी योग्यता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा न करने की स्थिति में बैंक उनकी उम्मीदवारी को अस्वीकार करने का अधिकार सुरक्षित रखता है। बिना ईएमडी के निविदाएं किसी भी परिस्थिति में स्वीकार नहीं की जाएंगी।
10. सभी निविदाकर्ता कृपया ध्यान दें कि भविष्य में ई-निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा, जैसा कि ऊपर बताया गया है और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

लिए कृपया निविदा दस्तावेज, तकनीकी-वाणिज्यिक बोली (भाग I) और मूल्य-बोली (भाग II) देखें। आगे कोई शुद्धिपत्र/परिशिष्ट, यदि कोई हो, बैंक की वेबसाइट <https://www.rbi.org.in/> पर उपलब्ध कराया जाएगा। 'निविदाएँ' लिंक और <https://www.mstcecommerce.com/eproc> के अंतर्गत। बैंक सबसे कम बोली स्वीकार करने के लिए बाध्य नहीं है और किसी भी बोली को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

महाप्रबंधक ओआईसी  
भारतीय रिजर्व बैंक  
बेंगलुरु



**भारतीय रिज़र्व बैंक, बेंगलुरु**  
**Reserve Bank of India, Bengaluru**  
**संपदा विभाग Estate Department**  
**बेंगलुरु Bengaluru**

(Website: [www.rbi.org.in](http://www.rbi.org.in))

(केवल ई-निविदा e-Tendering only)

**Tender Document Part-I**  
**(Technical & Commercial)**

कार्य का नाम: भारतीय रिज़र्व बैंक, बेंगलुरु के मुख्य कार्यालय भवन में डीआईटी सर्वर रूम के लिए 5.5 टीआर क्षमता वाले प्रेसिजन एयर कंडीशनर सिस्टम के 02 नगों के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा

Name of work: Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru

**RBI/Bangalore Regional Office/Estate/13/25-26/ET/201**

**(To be submitted via MSTC V3 portal only)**

<b>Date from which e-Tender will be available on MSTC website</b>	<b>June 18, 2025 12 PM onwards</b>
<b>Date &amp; time of Pre-bid meeting</b>	<b>July 15, 2025; at 11.00 AM</b>
<b>Last date of submission of e-Tender</b>	<b>July 28, 2025; till 10.00 AM</b>



## DISCLAIMER

भारतीय रिज़र्व बैंक, संपदा विभाग, बेंगलूरु ने इच्छुक पार्टियों को करार के संबंध में एक पृष्ठभूमि-परक जानकारी देने के लिए इस दस्तावेज को तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें अंतर्विष्ट जानकारी को तैयार करने में समुचित सावधानी बरती है, तथापि, इस दस्तावेज में अंतर्विष्ट या इसके बारे में दी गई किसी जानकारी की संपूर्णता या सटीकता के संबंध में न तो भारतीय रिज़र्व बैंक और न ही उसके कोई प्राधिकरण या एजेंसी या संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता कोई वारंटी देते हैं अथवा अभिव्यक्त या विवक्षित रूप से कोई व्यपदेशन करते हैं।

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

इस सूचना का अभिप्राय परिपूर्ण जानकारी देना नहीं है। इच्छुक पार्टियों के लिए ज़रूरी है कि वे स्वयं पूछताछ कर लें और उत्तरदाताओं के लिए अपेक्षित है कि वे लिखित रूप में यह पुष्टि करें कि उन्होंने ऐसा किया है और वे केवल भारतीय रिज़र्व बैंक द्वारा निविदा प्रस्तुत करने हेतु दी गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर दी गई है कि यह भारतीय रिज़र्व बैंक या इसके किसी प्राधिकरण या एजेंसी या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या परामर्शदाताओं के लिए बाध्यकारी नहीं है।

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

भारतीय रिज़र्व बैंक करार के संबंध में आगे बढ़ने या करार के कन्फिगरेशन को बदलने, इस दस्तावेज में दर्शाई गई समय-सारणी को परिवर्तित करने या लागू प्रक्रम या प्रक्रिया में बदलाव करने का अधिकार सुरक्षित रखता है। इस संबंध में रुचि अभिव्यक्ति करने वाली किसी भी पार्टी पर आगे विचार न करने का अधिकार भी बैंक के पास सुरक्षित है।

Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

रुचि अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति अदा नहीं की जाएगी। भविष्य में जारी निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा। No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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### **Important information**

a. E-tender No.	<b>RBI/Bangalore Regional Office/Estate/13/25-26/ET/201</b>
b. Name of work	Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> Guidelines for e-tender has been provided as <a href="#">Annexure - I</a> .
d. Date of NIT available to parties to download	<b>12:00 Hrs. of June 18, 2025</b>
e. Earnest Money Deposit	<b>₹46,000/-</b> from each bidder
f. Last date of submission of EMD.	<b>10:00 Hrs. of July 28, 2025</b>
g. Pre-Bid Meeting	Offline at Estate Department, second Floor, Reserve Bank of India, Bengaluru. <b>11:00 Hrs. on July 15, 2025</b>
h. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>	<b>12:00 Hrs. on June 18, 2025</b>
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>10:00 Hrs. on July 28, 2025</b>
j. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at <b>11:00 Hrs. on July 28, 2025</b> . Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the eligible bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

## **Annexure – I**

### **Guidelines for e-Procurement**

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

#### **Process of e-Tender:**

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**Special Note:** The Techno-Commercial Bid and Price Bid must be submitted on-line through [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-Procurement => PSU/ Govt. depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender.

#### **Contact person (RBI):**

1. Sukanya Mannam AM projects 080-22180272
2. Shri. Karan (Manager, Estate Department) 080-22180262
3. Shri Rama Krishna S T (Manager, Tech-Electrical,); 080-22180260

**Contact person (MSTC Ltd):**

1. Shri. J. Damodaran, Branch Manager:

080-22287356 / 9841002253 ([jdmodaran@mstcindia.co.in](mailto:jdmodaran@mstcindia.co.in))

2. Raveendranath, 76764 56095

3. Arnab Sarkar 9986036012

Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

MSTC central helpdesk no: 033-23400020/23400021/23400022

Email: [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)

**B) System Requirements:**

- 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 [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn). Tenders will be opened electronically on specified date and time as given in the tender.

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

**Special Note towards Transaction fee:**

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. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

**Note**

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

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

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

**Bidding in e-Tender:**

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-procurement => PSU / Govt. depts. => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bid) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.



- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

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

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn) to familiarize them with the system before bidding.

Vendors are requested to quote rates without GST on 'Works Contract' and the same may be explicitly indicated in the column/ row specifically meant for that. No Change in quoted rates will be accepted.

### **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 item given in the schedule of quantities and other specifications/terms and conditions given in this tender document. For execution and rate purpose, the details given in schedule of quantities in this tender document will be implemented.

### **निविदा फार्म/ Form of Tender**

क्षेत्रीय निदेशक/ The Regional Director  
भारतीय रिज़र्व बैंक/ Reserve Bank of India  
संपदा विभाग, / Estate Department, Bengaluru

महोदय/ Dear Sir,

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

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

#### **ज्ञापन /MEMORANDUM**

(a)	कार्य का विवरण /Description of works	Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru
(b)	अनुमानित लागत(रु)Estimated cost	<b>₹23 Lakh</b>
(c)	बयाना / Earnest money deposit	<b>₹46,000/-</b> from all bidders

(d)	भुगतान का प्रकार/ Mode of payment	व्यावसायिक शर्तों की मद संख्या 19 के अनुसार As per item no.19 of commercial conditions.
(e)	कार्य पूरा करने का अनुमेय समय/ Time allowed for completion	कार्य आदेश जारी करने की दिनांक के दसवें दिन 03 महीने 03 months from 10 <sup>th</sup> day of the date of work order.
(f)	बिल के पटाने की अवधि/ Period for settlement of Bill	अंतिम बिल- आवश्यक दस्तावेजों के साथ चालान जमा करने की तारीख से 45 दिन। Final Bill - 45 days from the date of submission of invoice along with required documents.

मैं / हम सहमत हैं: I / We agree to:

निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किये जाने और भारतीय रिज़र्व बैंक को अदा करने के लिए सहमत हूँ/हैं।

Should this tender be accepted, I/We hereby agree to abide and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.

मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। हमने र \_\_\_\_\_/-की राशि बयाना जमा राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा की है जिस पर कोई ब्याज देय नहीं होगा। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

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

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

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

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

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

हस्ताक्षर करने के प्राधिकृत फर्म के भागीदारों के नाम

Name of the partners of the firm \_\_\_\_\_

Authorized to sign

या OR

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

Name of person having Power of Attorney \_\_\_\_\_

to sign the contract

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

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

भवदीय Yours faithfully,

\_\_\_\_\_  
(संविदाकार के हस्ताक्षर Signature of Contractor)

साक्षी Witnesses

(1) \_\_\_\_\_

(हस्ताक्षर Signature)

पता Address

(2) \_\_\_\_\_

(हस्ताक्षर Signature)

पता Address

## **करार की शर्तें / Articles of Agreement**

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

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

जबकि नियोक्ता बैंक के मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, बेंगलूरु में सीवीपीएस कक्ष 1 के लिए डी.एक्स आउटडोर यूनिट युक्त 16 टीआर एचयू की आपूर्ति, संस्थापन, परीक्षण और चालू करने कार्य को दर्शाने वाले विनिर्देशनों और बैंक के इंजीनियर के निदेशों के अंतर्गत किए जाने वाले कार्यों के वर्णन को विभाग द्वारा तैयार किया जाना है।

WHEREAS the Employer is desirous of taking up the work of "Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru" and specifications describing the works to be done to be prepared by Department and describing the work to be done under the direction of Bank's Engineer.

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

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

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

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

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

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.

2. नियोक्ता, संविदाकार को कथित संविदा राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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

3 भारतीय रिज़र्व बैंक कार्य के पर्यवेक्षण, बिलों के प्रमाणन, भुगतान और विभिन्न शर्तों के कार्यान्वयन, संविदा की शर्तों के प्रबंध और प्रत्यक्ष पर्यवेक्षण की व्यवस्था करेगा।

The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

4. तथाकथित शर्तें और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

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

5. यहां उल्लिखित योजनाएं, करार और दस्तावेज इस अनुबंध का आधार होंगे और ठेकेदार किसी भी संशोधन सुझावों के बिना उक्त शर्तों का अनुपालन करने के लिए सहमत है।

The plans, agreement and documents mentioned herein shall form the basis of this Contract and the Contractor agrees to comply with the said conditions without any modification, suggestions in whatsoever manner.

6. यह संविदा न तो एक एकमुश्त संविदा है और न ही एक मद वार उजरती काम है बल्कि यह एक ऐसी संविदा है जिसके अंतर्गत उक्त कार्य पूरा करना है और उसके लिए दरों की अनुसूची में निहित दरों और संभावित मात्राओं की अनुसूची में दी गई दरों पर वास्तविक रूप से मापी गई मात्राओं अथवा उक्त शर्तों में यथा निर्धारित दरों के अनुसार भुगतान किया जाना है।

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

7. संविदाकार उक्त शर्तों में निर्धारित की गई विधि से सिविल कार्यों और अनुषंगी कार्यों से संबंधित समस्त कार्यों को पूरा करने के लिए सभी उचित सुविधाएं प्रदान करेगा और ऐसा कार्य पूर्ण होने के बाद दीवारों, फर्श, इत्यादि को हुई किसी प्रकार की क्षति को ठीक कराएगा।

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

8. नियोक्ता के पास यह अधिकार सुरक्षित है कि वह संविदा के चालू रहने के दौरान किसी भी समय, इस संविदा पर प्रतिकूल प्रभाव डाले बिना कार्य की किसी मद को जोड़ कर अथवा हटा कर उसके रेखाचित्र और कार्य के प्रकार

में परिवर्तन कर दे अथवा उसके भागों को पूर्ण करवा ले। तथापि, ठेकेदार निविदा राशि से अधिक किए गए कार्यों के लिए किसी भी भुगतान के हकदार नहीं होंगे, जब तक बैंक के इंजीनियर द्वारा विशेष रूप से लिखित अनुमोदन प्राप्त नहीं किया जाता है।

The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.

9. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि वह हमारे प्रबंधक(तक.) के साथ परामर्श करके तुरंत ही कार्य शुरू करेगा। कार्य पूरा करने के लिए अनुमेय समय कार्य आदेश जारी करने की 10 वें दिन से 3 महीने है। निर्धारित समय अवधि में कार्य पूरा नहीं किए जाने की स्थिति में कार्य के वास्तविक मूल्य के @0.25 % दर से प्रति सप्ताह परिसमापन क्षति के रूप में लगाया जाएगा और इसकी अधिकतम सीमा संविदा मूल्य का 10% होगी।

Time shall be considered as one of the important factors of this Contract and the Contractor hereby agrees to commence the work immediately in consultation with our Asst. Manager/ Manager (Tech)/ Asst. General Manager (Tech). The time allowed for completion of the work is 3 months which shall be reckoned from the tenth day of issue of work order failing which liquidated damages @0.25% per week of the actual value of the work would be levied subject to the ceiling of 10% of the contract value.

10. इस ठेके के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल हैदराबाद में किए जाएंगे।  
All payments by the Employer under this Contract will be made only at Bengaluru.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद हैदराबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार हैदराबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।  
All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.

12. इस संविदा के अलग-अलग भागों को संविदाकार ने पढ़ लिया है और पूरी तरह से समझ लिया है। निविदित मात्राओं से अधिक की मात्राओं के लिए संविदाकार किसी भी भुगतान के लिए पात्र नहीं होगा बशर्ते कि यह व्यय बैंक इंजीनियर के विशिष्ट लिखित अनुदेशों के अनुसार किया गया हो।  
That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i) कार्य के निष्पादन के दौरान/के दौरान तीसरे पक्ष के नुकसान/जीवन या संपत्ति की क्षति से उत्पन्न कोई भी दावा।  
ii) कार्य के निष्पादन के दौरान ठेकेदार द्वारा लगाए गए कामगारों के नुकसान/क्षति से उत्पन्न होने वाला कोई भी दावा।

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

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

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

ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.

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

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

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

25. विवाद/विसंगति के मामले में, सभी उद्देश्यों के लिए अंग्रेजी में अनुबंध खंड पर विचार किया जाएगा।

In case of dispute/discrepancy, the agreement clauses in English will be considered for all purposes.

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

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

<p>नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।</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 hereinabove written.</p> <p>नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।</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 duplicate/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p> <p>यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो</p>	<p>यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो</p> <p>If the contractor is a partnership or an individual.</p> <p>यदि संविदाकार एक कंपनी है तो</p> <p>If the contractor is a company.</p> <p>नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।</p>
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<p>यदि संविदाकार एक कंपनी है तो</p> <p><b>हस्ताक्षर खंड</b></p> <p>भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द श्री -----</p> <p>(नाम एवं पदनाम)</p> <p>इनकी उपस्थिति में हस्ताक्षर किए गए</p> <p>1. पता</p> <p>2. पता</p> <p>साक्षी</p> <p>नाम</p> <p>इनकी उपस्थिति में हस्ताक्षर किए गए</p> <p>1. पता</p>	<p>नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।</p> <p>यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।</p>
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**Signature Clause**

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri .....

(Name and designation)

.....

..... in the presence of

(1) .....

.....

.....

(Witnesses)

(2).....

.....

.....

(Witnesses)

SIGNED AND DELIVERED BY	If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.
.....	
.....	
.....	
1) .....	
Address .....	If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.
.....	
.....	
2) .....	The Contractor is signing by the hand of power of attorney whether a company or individual.
Address .....	
.....	
.....	
(Witnesses)	The Contractor is signing by the hand of power of attorney whether a company or individual.

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions  
passed

By its Board of Directors at the meeting held on

.....  
.....  
.....

In the presence of

(                      1                      )

.....

(                      2                      )

.....

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

.....

.....

SIGNED AND DELIVERED BY the Contractor by  
the hand Of

Shri .....

and duly constituted attorney.



संपदा विभाग/Estate Department

बेंगलूरु / Bengaluru

**Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru**

**भाग2 / PART- II (Price Bid)**

**RBI/Bangalore Regional Office/Estate/13/25-26/ET/201**

Sr.No	Description	Qty	Unit
A	Main Equipment		
1	Supply of Floor mounted bottom discharged DX type precision Air conditioner of 5.5 TR sensible capacity & 2330 CFM with R 407 C refrigerant gas. The indoor unit shall comprise of scroll compressor, evaporator fan complete with forward curved blades, Evaporator DX cooling coil, Micro processor controllers, expansion valves, Driers, G4 Filter, suction and discharge piping internal power and control wiring over case heaters, heaters HP/LP cut outs, power and control contactors and other electrical accessories.	2	Nos
	The outdoor condenser unit shall comprise of condenser fans & motor, condenser cooling coil (copper coil with aluminum fins), isolator switch.		



	The unit shall be suitable for operation of 415 Volts, 50Hz, 3 Phase, 4 wire AC supply. Each unit should be having individual display panel which shall display date, time, actual & set values, operating conditions, signal faults, collective faults, limiting values and PAC wellness alarm/ service alarm to reduce the down time and unit memory shall hold the 400 most recent events with ID number, time and date stamp for each event. The system should have the auto provision to operate the AC units alternatively as desired timing intervals.		
	GST @ 28%		
	Total (A)		
B	Low side accessories and installation and commissioning		
1	Installation, testing & commissioning of precision AC units comprising of	2	Nos
	i) precision AC indoor unit stand		
	ii) lifting, shifting and positioning of units to site.		
	iii) Outdoor unit installation along with base frame (excluding catwalk, railing)		
	iv) Initial Charge of R407C Refrigerant Gas and Oil.		
2	Inter connecting copper piping between indoor and outdoor unit. Copper piping will be duly insulated		
	i)Hot gas line	15	RMT
	ii)Liquid line	15	RMT
3	Inter connecting copper cabling between indoor and outdoor unit power	15	RMT
4	Control wiring between indoor and outdoor unit	15	RMT
5	Condensate drain piping with 40 NB heavy duty pvc pipe.	10	RMT
6	Humidifier water piping with 25 NB G.I B class pipes	10	RMT
7	Providing floor insulation 13 mm Kflex	150	Sq.ft.

8	Perforated/louvered floor grill of size 600x600mm size and shall be provided with a sturdy frame of 32x32mm box section. Volume control damper shall be an internal part of it	6	Nos
	Sub Total		
	GST @ 18%		
	Total (B)		
	Grand Total (A+B)		
C	All-inclusive Comprehensive Annual Maintenance Charges per year including the cost of consumables required for the entire year and cost of all spares for maintenance of above equipment applicable after one year of guarantee/Defect Liability Period as per terms and conditions mentioned in Part I of the tender. Rates shall be inclusive of prevailing GST, transportation, labour etc Thereafter the rate will be enhanced as per escalation clause as mentioned in part I of the tender. (further any increase in GST shall be updated on time to time) (C)	Per annum	

Place:

Signature and Seal of the Contractor

## खंड 2 / Section-II

### व्यावसायिक शर्तें /Commercial Conditions

E-tenders are invited from OEMs/authorized dealers/integrators for the work of Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru. E-tenders comprising duly filled in details of both Part I and Part II (computerized) of the tender should be uploaded in MSTC website under RBI portal **not later than 10:00 Hrs. of July 28, 2025.**

Only those OEMs/ contractors / System Integrators / authorized dealers who have minimum 5 years' experience (Work order and corresponding work completion certificate before March 2025 to be furnished) in the field of undertaking similar works viz supply, installation, testing and commissioning of the precision AC units for the office buildings/commercial premises/industrial houses and during last 5 years have executed successfully similar works individually costing as under:

- (a) Three works each costing not less than 40% of Rs 23 Lakh  
or
- (b) Two works each costing not less than 50% of Rs 23 Lakh  
or
- (c) One work costing not less than 80% of Rs 23 Lakh  
and
- (d) Have a minimum yearly turnover of 100% of the Rs 23 Lakh during the last 3 years  
and
- (e) Have a full-fledged service set up in Bengaluru for rendering after sales service during warranty and AMC.

Tenderers should upload the following documents in respect of fulfilling their eligibility with **suitable file names as indicated.**

- a) Copies of detailed work order indicating scope and value of works for indicating the experience.
- b) List of completed works with all the details as in the format of [Annexure 'A'](#)
- c) Completion certificate obtained from the clients in prescribed format as per [annexure 'B'](#) for qualifying works
- d) Proof of remittance of EMD
- e) Banker's Certificate as per [Annexure 'C'](#)

- f) Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)
- g) Details of service setup- In the format of [Annexure 'D'](#)
- h) Undertaking for no technical deviations – As per [Annexure 'E'](#)
- i) The particulars/Catalogues and the names of manufacturers of specified item.
- j) Details of Bankers as per [Annexure 'F'](#)
- k) Copy of Power of Attorney as per [Annexure 'G'](#)
- l) Technical details of proposed system
- m) Any other information relevant to the proposed work
- n) Duly filled and Signed NEFT Mandate form as per [Annexure 'K'](#)
- o) Duly filled and signed complaint escalation matrix – [Annexure 'L'](#)

**Note (Regarding client certificate):**

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

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

- 2. Pre-bid meeting:** A pre-bid meeting will be held at **11:00 Hrs. on July 15, 2025**, at Estate department, second floor, Reserve Bank of India Main Office, Bengaluru to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender in RBI website. Bidders are advised to see the corrigendum if any before submitting their bids. Further correspondence relating to the tender in all respects would be uploaded in RBI website only.
- 3.** Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
- 4.** A tender submitted by a firm who is found to be not submitting the above details

will be rejected.

5. Tenders shall be submitted in two parts viz. Part I containing pre-qualification criteria, technical and commercial details of the offer and Part II (computerized/to be filled online) containing prices only latest by **10:00 Hrs on July 28, 2025**. Part I will be opened at **11:00 Hrs on July 28, 2025**. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors.
6. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.
7. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after Pre-bid meeting.
8. Earnest Money Deposit for a sum of Rs. \_\_\_\_\_/- (Rupees Fifty-one Thousand only) shall be remitted to Bank Account of Reserve Bank of India on or before 10:00 Hrs. of July 28, 2025. "EMD – DSITC of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru" shall be given as remarks while remitting EMD. The account details for NEFT transactions are as follows.

**Beneficiary Name: Reserve Bank of India, Bengaluru**

**IFSC: RBIS0BGPA01 (Fifth & tenth digit 0 is zero)**

**Account No.: 8692299**

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatebangalore@rbi.org.in](mailto:estatebangalore@rbi.org.in)

EMD can also be submitted in the form of Bank Guarantee ([Annexure H](#)) at Estate Department, Reserve Bank of India, Bengaluru - 560001. A tender which is not accompanied by such EMD shall not be considered.

No interest will be paid on EMD. The Earnest Money Deposit (EMD) of unsuccessful tenderer shall be released to them without any interest after award of work. EMD of successful tenderer shall be released after satisfactory completion of the work.

**9. The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.**

**10.** The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

**11.** The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 03 months from the 10th day of date of issue of work order.

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

**13.** The tenderers shall indicate details of the service center at Bengaluru, the staff strength, contact numbers, availability of spares for the system and escalation matrix.

**14. Warranty/Defect Liability period and Annual Comprehensive Maintenance Service contract:**

The equipment supplied shall be guaranteed against all types of defects for a period of 1 year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should

include for servicing of the unit at an interval of **01 month** or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

**15. Comprehensive Annual maintenance (CAMC) contracts:** The contractor/system integrator shall furnish an undertaking that they will provide spares and support and maintain the system satisfactorily for a minimum period of **9 years** from the date of expiry of the Defect Liability Period (DLP). **After one year of DLP, the Comprehensive Annual Maintenance contract (CAMC) shall be entered at the rate accepted by the Bank and the same shall be renewed annually based on the formula given in clause 17 in this part of tender. The charges for comprehensive annual maintenance contract shall include replacement of any part of the system, including all required spares, consumables, necessary cards etc. during the contract period.** Any defects in the system/sub-assemblies, found during the CAMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing of the unit at an interval of one month or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

**Scope of work under AMC shall broadly cover the following:**

- a) Maintenance Services shall consist of **comprehensive maintenance** of centralized precision AC system along with its allied equipment. Cost of any spare parts including the consumables required and labour charges are included in the scope of maintenance contract.
- b) Preventive maintenance work of the precision AC shall be carried out every fortnightly basis. The service report shall be duly acknowledged by the Bank's Engineer and should be submitted along with the bill for payment of CMAC bills.
- c) 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 the centralized precision AC system.
- d) All necessary tools, measuring electronic equipment, spare parts etc. (as per the requirement) shall be supplied by the contractor within the quoted rates.
- e) The contractor shall keep all the equipments/machine clean, tidy and in effective working conditions.
- f) 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.

- g) The Comprehensive AMC charges is all-inclusive type and covers the servicing charges and replacement of faulty part(s) if found faulty.

**Servicing of equipment / machines**

In addition to the routine service, the contractor shall also attend to **breakdown calls immediately and maximum within two hours** as and when required and as reported telephonically/ in writing/ through mail. In the event of the contractor not attending to breakdown service and putting back the unit to working order within a period of 24 hours from the date of lodging complaint, a penalty of Rs. **500/- per day per machine delay will be charged as per the clause 16.**

- 16.** The tenderers shall quote their charges for the above comprehensive maintenance contract of the entire system which will be applicable after the expiry of the warranty period/DLP, the contract amount shall be paid on quarterly basis on rendering satisfactory service. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		<b>Rectification time</b>	<b>Penalty</b>
(a)	Any defects resulting in total failure of the system	24 hours	Rs.500/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.200/- per day
(c)	If mandatory quarterly service is not done		Rs.10,000/- per service

- 17.** The Comprehensive Annual Maintenance Contract (CAMC) shall be renewed for an additional period of at least 8 years after the initial comprehensive annual maintenance contract (CAMC) period of one year after one year of warranty (DLP). While renewing the contract the new contract amount will be arrived at based on following formula.



$A_C = A_P[(15+60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P))] \times (1/100)$	
$A_C$	The contract amount for the current year.
$A_P$	The contract amount for the previous year.
$EPI_C$	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
$EPI_P$	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
$CPI_C$	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
$CPI_P$	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

Tenders will be evaluated based on Net Owning Cost of the system comprising of the capital cost of the system (A) and taking into account the effect of rates quoted for comprehensive annual maintenance contract service charges (AMC) for a period of 9 years after the expiry of one-year defect liability period.

**Net owning cost shall be the Total Capital cost of system (A+B) plus the NPV of comprehensive annual maintenance contract charges for the period of 9 years after one-year DLP.**

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

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

(MF is the NPV factor for 10 years (1-year DLP + 9 years AMC) = **7.0476**)

**18. Committed period of Comprehensive Annual maintenance contracts (CAMC):** The contractor shall furnish an undertaking that after one year of the warranty period cum Inspection service, they will continue to give support of maintenance and spares for another 9 years.

**19. Terms of Payment:** The following terms of payment, subject to statutory deductions, will apply to the contract:

**(a)** 60% of the quoted rate on pro-rata basis against delivery of all materials at site and submission of the following documents subject to all statutory deductions:

i) Original Equipment Manufacturer's Test Certificates

ii) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, testing and commissioning of the system have been delivered at site and in case of any other requirement pertaining to successful installation, testing and commissioning contractor shall supply them without any cost.

iii) Policies of insurance as per tender conditions

**(b) 40%** of the quoted rate against erection, testing, commissioning and handing over of the system to the Bank and on submission of bank guarantee.

**20. Performance Bank Guarantee (PBG):** The tenderer shall also furnish a Bank guarantee (PBG) of 5% of the contract value immediately on receipt of work order as Security for due fulfilment of terms and obligation of currency of the contract. In case of delays in submission of BG due to unavoidable circumstances, charges for delay in submission of Bank Guarantee shall be recovered from the bills of the contractor at Bank rate. The PBG must be valid till completion of entire work.

**21. Bank Guarantee (BG):** - The estimated life cycle of the Precision ACs systems are minimum 10 years. Hence, the initial BG, amounting to 10% of the contract amount shall initially remain valid for 05 years from the date of commissioning & handing over of the equipment. Thereafter, contractor shall submit a fresh BG amounting to 5% of the original contract amount **four weeks prior to the expiry of initial BG** and shall be valid for next 05 years. If the contractor fails to submit a fresh BG within the time limit, RBI Bengaluru reserves the rights to invoke the earlier BG.

**22. Insurance:** - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (Reserve Bank of India) and deposit such policy or policies with the employer from time during the currency of this contract.

- a) Storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
- b) Workmen compensation policy.
- c) Third party liability policy with the limits as under.
  - I. Rs.10,00,000/- per annum

II. Rs.2,00,000/- per occurrence

The payment for the system will be made by the office at which the precision AC units are supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said precision AC units have been installed.

**23. The contractors shall upload all technical details of the system along with the tender.**

**24. Training:** The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over the system without any charge to the Bank.

**(a) Compliance to the Rule 144(xi) of GFR 2017**

Compliance to 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 and its subsequent revisions shall be a part of tender requirement for this work.

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 in [Annexure-M](#).

If this Undertaking / Declaration / Certificate submitted by the bidder found to be false, his/her tender / work order will be immediately terminated, and any 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.

**(b)** Participating bidder will be considered for purchase preference under Public procurement (Preference to make in India) PPP-MII order 2017 Revised – Government of India, subjected to their submission of self-certifications and fulfilment of all other documents, conditions of the above “PPP-MII order-2017 Revised” of Government of India.

**25. Agreement:** The successful tenderer shall execute an agreement with the Bank on non-judicial stamp paper in the format enclosed 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.**

Signature of the contractor \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal of the firm \_\_\_\_\_

**इससे पूर्व संदर्भित शर्तें / THE CONDITIONS HEREINBEFORE REFERRED TO**

1. Interpretation Clauses: In construing these conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
2. "Employer": shall mean the Reserve Bank of India and shall include its assigns and successors.
3. "Contractor" in the case of a Partnership: "Contractor" shall mean \_\_\_\_\_ and \_\_\_\_\_ trading as partners in the name and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.  
In the case of individual: "Contractor" shall mean \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representative.  
In the case of company: "Contractor" shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ 19\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
4. "Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
5. "This Contract": shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.
6. "Notice in writing or written notice": shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
7. "Act of insolvency": shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.
8. "Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by

adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

9. “The works”: shall mean “Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru”.

10. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the direction 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 instruction, 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 Specification.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material, therefore.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 19 hereof.

11. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer’s instructions, directions and explanations given to the Contractor or his representative upon the works by the Employer, shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the employer, such shall be deemed to be Employer’s Instructions within the scope of the Contract.

## **12. Variations to be approved by Employer**

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

### **13. Schedule of Quantities and Agreement**

The Contract shall be executed in duplicate, and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Employer one copy of each of the specification.

### **14. 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 schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

### **15. Authorities notices and patents**

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, given to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

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

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

### **16. Setting out of works**

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

**17. Material and workmanship to conform to 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's 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's may require.

**18. 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 when 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.

**19. 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.

**20. Access to works**

The Employer, and their respective/representatives shall at all times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the employer, and their representative necessary for inspections and examination and test of the materials and workmanship. Any person not authorized by the Employer, except the representatives of public authorities, shall not be allowed on the works at any time.

**21. Assistant Manager (T) / Manager (T)**

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

The Assistant Manager (T), or any representative or the Employer shall have to give instructions to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to



time be examined by the Assistant Manager (T) or the Employer's representative, but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause, the Contractor shall take instruction only from the Employer.

## **22. Assignment and Sub-letting**

The whole of the works included in the Contract shall be executed by the Contractor. And the Contractor shall not directly or indirectly transfer, assign or under-let the contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

## **23. Alterations/addition/omission etc.**

No alteration, omission or variation shall vitiate this contract but in case the employer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 27 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

## **24. 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 27 thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any shall be allowed in the Contractor's Schedule of Rates.

## **25. Sufficiency of Schedule of Quantities**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the

Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the work.

## **26. Measurement of works**

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

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

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

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

## **27. Prices for extras etc. ascertainment of**

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

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

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

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

(b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the employer, the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper with the prior approval in writing of the Employer.

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

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

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in Clause 30 hereof.

## **28. Unfixed material when taken into account to be the property of the employer**

Where in any Certificate (of which the Contractor has received payment) the employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss or damage to, such materials.

## **29. Removal of improper work**

The Employer, shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer, are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work

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

### **30. Defects after virtual completion**

Any defect, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, or if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer, from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 42 hereof being insufficient, recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by Contractor employed on the works the Contractor shall be liable to make good and been subject to the provisions of this clause and clause 10 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Employer.

### **31. Certificate of virtual completion and Defects Liability Period.**

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

### **32. Other persons employed by Employer**

The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the

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

### **33. Insurance**

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

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

### **35. Damage for non-completion**

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

### **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 neighboring owners or public authorities arising otherwise, than through the Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason or Employer's instructions as per clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trade or (g) in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other

causes which the Employer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract Works, in case of such strike or lock-out the Contractor shall as soon as possible give written notices thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably to be required to the satisfaction of the employer to proceed with work.

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

### **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 to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

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

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

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

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

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

(i) Has abandoned the Contract, or

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

(iii) Has failed to proceed with the works with such diligence and failed to make such progress as would enable the works to be completed within the time agreed upon, or

- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

### **39. Termination of contracts by contractor**

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

In arriving at the amount of such payment the net rates contained in Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with clause 27 hereof.

**40. Matter to be finally determined by Employer**

The decision, opinion, direction, Certificate determined by Employer 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 42 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Employer.

**41. Settlement of disputes by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state his decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated under clause 41 hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer requiring the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference, of which such written notice has been given. These matters shall be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and

revise any Certificate, opinion, decision, requisition or notice, save in regard to the excepted matters referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case



may be with the consent of the parties) from the date of entering on the reference. In case, during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be shall be deemed to have been revoked and arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or the Arbitrators as the case may be.

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, (latest amendment) or any statutory modification thereon. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given abide by the decision of the Employer and no Award of the Arbitrator or

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

#### **42. Right of Technical scrutiny of final bill**

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

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

from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

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

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

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

**इससे पूर्व संदर्भित अनुबंध /APPENDIX HEREINBEFORE REFERRED TO**

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final settlement of bill	45 days from the date of submission of invoice
3.	Date of commencement	10 <sup>th</sup> day from the date of award letter.
4.	Period of completion	03 months from the 10 <sup>th</sup> day of work order
5.	Liquidated Damages for delay in completing the work.	0.25 % of the cost of work executed per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Period of honoring interim certificate	First & Final Bill

### **सुरक्षा कोड /Safety Code**

1. All the temporary electrical power for carrying out various services at site such as cutting and drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed.
6. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.
7. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. as applicable depending upon the requirement of the work shall be used by the workmen to prevent occupational health hazards.
8. The safety belt shall be used by the workmen while working from height for more than 10 feet from Ground level.
9. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
10. Power supply shall be switched off from the mains when equipment is not in use.
11. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
12. The work site shall be properly illuminated during the work.
13. All the electrical works should be carried out by licensed / authorized electricians / wiremen.
14. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
15. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
16. Aluminum / Steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

## **Technical Specifications**

2 Nos of precision air-conditioning (PAC) system each of having 5.5 Ton capacity are required with the sequencing processor that shall sequence the units so as to give rest to units one after the other.

The room air-conditioning system shall be through bottom discharge indoor unit specifically for high sensible heat ratio applications such as Server and data centers. The tenderers are free to propose for the best layout including direct discharge through creation of cold air aisles and direct pick up from hot air aisles.

Each unit shall be capable of providing sensible cooling capacities at rated ambient temperatures with adequate airflow. The units in operation should be capable of Inside Conditions: Temperature 19 0C + 1 0C and relative humidity is 50 + 5% RH.

The system shall contain energy efficient Scroll compressor, Evaporator, Humidifier, Condenser and an Electronic Expansion Valve (EEV), all of which shall be contained within the cabinet of the unit.

Below mentioned are the basic requirements for the PAC and their components. However, tenderer may choose to offer better specifications as recommended / designed by the various OEMs duly supported by the leaflet / catalogue etc. meeting the Bank's requirement.

### **Cabinet Construction**

The unit shall be powder painted panels with ½" (or 10 mm) insulation. A hinged control access panel opens to a second front panel which is a protection enclosure for high voltage components. The frame is painted with a powder coat finish to protect against corrosion. The unit shall be totally front and rear accessible including any component removal. Indoor unit having side panel double skinned with fiber glass insulation inside.

### **Air-Filtration**

The filter chamber shall be an integral part of the system and withdrawable from the front of the unit. Filtration shall be 95% down to 5 microns. Frame of the filter shall be made of galvanized steel. Unit shall have Clogged filter alarm which shall send a visual alarm to display.

### **Fans**

The fan section shall be designed for the required tonnage of the system. The fans shall be located downstream of the evaporator coil and be of the backward curved EC fan, double width, double inlet and statically and dynamically balanced. Each fan shall be separately driven by a high efficiency electric motor. The motor base plate shall include locators to ensure optimum axial alignment of the motor. The Fan have the following features: a) Continuous speed control across full operating range. B) soft start without

inrush current c) no transmission losses. d) low noise and vibration free operation e) high efficiency across full operating range f) Integral overload protection.

### **Humidifier**

The unit should be fitted with ultrasonic / infrared type/steam electrode type humidifier. Humidification shall be provided by boiling water in a high temperature polypropylene steam generator. The steam shall be distributed evenly into the bypass air streams of the environment control system to ensure full integration of the water vapor into the supply air without condensation. The humidifier shall be capable of providing sufficient kg. of steam per hour so as to match with the RH requirements of the area. Waste water shall be flushed from the humidifier by the initiation of the water supply solenoid water valve via a U-pipe overflow system. Drain solenoid valves will not be used. Humidifier should be easily maintainable.

**Water Detection System:** Water detection system shall be provide below the false flooring along with digital indication/Alarm.

### **Compressor**

**The indoor unit complete with variable capacity compressor (i.e., Digital Scroll / Inverter Controlled) should be suitable to bottom discharge. Tandem scroll is not acceptable in any case.** The compressor shall be of the high efficiency complaint scroll design with a COP (Coefficient of performance) not less than 3.25 at Air-Conditioning and Refrigeration Institute (**ARI**) rating conditions. The compressor shall be charged with mineral oil and designed for operation on **R 410A** as per the statutory requirements. Each compressor shall have internal motor protection and be mounted on vibration isolators.

### **Refrigeration Circuit**

The refrigeration system shall be of the direct expansion type and incorporate one or more hermetic scroll compressors, complete with crankcase heaters. The system shall include a manual reset high pressure control; auto reset low temperature switch, externally equalized electronic expansion valve, high sensitivity refrigerant sight glass, large capacity filter drier and charging/access ports in each circuit.

### **Evaporator Coil**

The evaporator coil shall be A-shape coil (for down flow) or V-shape coil (for upward flow) or flat shaped as per manufacturer standard design incorporating draw-through air for uniform air distribution. The coil shall be constructed of rifled bore copper tubes and louvered aluminium fins, with the frame and drip tray fabricated from heavy gauge aluminium. All metal parts in contacts with condensate shall be the same material to

prevent electrolytic corrosion. The drip trays shall ensure the collection of condensate and be accessible for cleaning.

The cooling coil shall be multi rows deep and with suitable fine space. Coil selection to be suitable for SHF>0.95 and provided with hydrophilic coating to minimize/eliminate water carry over into the airflow stream. Drain pan of SS 304 shall be factory insulated with at least 9 mm thick closed cell elastomeric insulation, joints sealed with self-adhesive tape of same material. Fixing of coil section and drainpipe shall be done in such a way to avoid direct metal contact with any other un-insulated metal part in order to avoid condensation. Drain piping & refrigerant piping within the unit shall be insulated with at least 9mm thick closed cell elastomeric insulation in tubing form. The computerized selection and test certificates for the cooling coil shall be submitted by the Successful bidder.

### **Dehumidification**

A specific dehumidification cycle (split-suction) shall operate by reducing the operating surface temperature in a section of the refrigerator coil by means of a solenoid valve on the suction header.

Full airflow of the unit will be maintained at all times to ensure consistent air distribution to the conditioned space.

### **Remote Air-Cooled Condenser**

The condenser should be with fan speed controller designed & set for usages of R410A refrigerant. Condenser should be worked -5 deg. C to 45 deg. C ambient temperature. The air-cooled condenser shall be the low profile, weather proof type incorporating high efficiency, direct drive, external rotor motors with axial blade fans. The condenser shall be constructed from heavy-duty aluminium's and corrosion resistant components. Heavy duty mounting legs and all assembly hardware shall be included. The outdoor shall be mounted to withstand tough environmental conditions and high wind speeds as per the latest IS code 875 part 3 or minimum 180 km/h. Condensers shall be suitable for 24-hour operation and be capable of providing vertical or horizontal discharge. The condenser shall be fully factory wired and require a 230-volt, single phase, 50 Hz, electrical services.

### **Fan Speed Control Condenser**

The condenser fans shall be directly driven by electric motors with an IP54 enclosure rating and class F insulation. The motor shall be equipped with permanently sealed ball bearing and high temperature grease. The motors shall be speed controlled to ensure stable operating conditions from -5oC to 45oC ambient (Ambient Condition of Chennai) by a factory fitted, direct acting pressure actuated fan speed controller. The control

system shall be complete with input isolation switch, transducers and pressure switches. The high-performance heat exchanger shall include mechanically expanded crosshatched copper tubes and louvered aluminium for maximum heat transfer. The coil shall be finished in a high temperature modified epoxy coating to offer increased protection in aggressive environments. The coil rows, max face velocity and minimum fin spacing should be as per the manufacturer's (OEM's) standard. The outdoor condenser must be provided with sufficient number of fans as per OEM Standards with electronically commutated motors which must include micro-controller with option to set ambient temperatures / system pressure etc. The logic of operation of EC motor must be to maintain a constant discharge pressure in the circuit irrespective of ambient temperatures.

### **Microprocessor Controller**

Air conditioning models should be controlled by microprocessor-based controller. It can be programmed to control the function of every device within the unit via I/O. The display and control buttons shall be accessible from the unit front without removing any external panels. The controller shall feature ISP (In-system-Programming) technology to support program upload via a PC.

The controller shall allow setting and monitoring of the room parameters. Unit utilizes multiple temperature sensors shall be placed at the rack inlet, to ensure management and control of temperature by rack.

Control strategies shall be microprocessor based programmable integrated differential controller (P-I-D) with dew point compensation for accurate temperature and humidity control. A selection of return or supply air control shall be provided to suit the application.

The controller shall have a user-friendly menu driven interface with supporting help screens and shall use multi-protocol data communications. Access to the controller settings to prevent against unauthorized access.

- The control system shall allow programming of the following conditions:
  - Return / supply Temperature set point
  - Return / supply Temperature band.
  - Humidity Set point
  - Humidity band
- Following features should be incorporated in the controller:
  - Status Report of the latest event-messages of the unit.



- Input for remote on-off and volt-free contacts for simple remote monitoring of low and high priority alarms: high / low temperature, high/low refrigerant pressure, fan / control failure, compressor / control failure.
  - LAN management: functions provided as standard include stand-by (in case of failure of the unit in operation, the second one starts automatically), and automatic rotation. At least one unit in the LAN has to be equipped with Cold Fire large display.
  - Automatic restart is provided after a power failure.
- **Alarms:** The microprocessor shall activate an audible, visual and general alarm in the event of any of the following conditions.
- High Temperature
  - Low Temperature
  - High Humidity
  - Low Humidity
  - Loss of Air
  - High Pressure
  - Low Pressure
  - Humidifier Low Water
  - Water Under Floor

These alarms shall have selectable control action enabled, disabled or off.

- The unit shall also incorporate the following protections:
- Single phasing preventers
  - Reverse phasing
  - Phase unbalancing
  - Phase failure
  - Overload tripping of all components

**Scaffolding:** Scaffolding required for laying of Copper tubes, cables, earth strips etc. shall be provided by the contractor without any additional cost.

**List of approved makes of materials**

The make of equipment shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

Sl. No	Description of items	Manufacturers
1.	Precision Air-Conditioning Unit	Vertiv / Swegon Blue box / Stulz

2.	Power cables	Polycab / Finolex/ RR cable
3.	Control cables	Polycab / Finolex/ RR cable
4.	MCCB/MCB/RCCB	L&T / Legrand / ABB / Schneider
5.	Drain pipe UPVC	Supreme/ Astral/ Prince
6.	Humidifier GI pipe	Supreme/ Astral/ Prince
7.	Insulating materials	Armacell/K-flex/U.P.Twiga/Owen Carning

- Control cables and wires should be of FRLS/FRLSH grade with duly IS marked on the cables.
- We hereby confirm that the offered equipment is as per the tender specifications and deliver the objective and requirement of the Precision Air conditioner system stated in the tender.

Place:

Date:

Seal and Signature of the Tenderer

### **Details of Technical parameters**

(To be furnished by tenderers)

#### **1. Precision AC Unit**

1.	Make	
2.	Model no.	
3.	Nominal capacity (Tons)	
4.	Input Power (Watts)	
5.	Voltage	
6.	Phase	
7.	Rated Current	
8.	Cooling capacity BTU/Hr -Rated /Maximum	

#### **2. Compressor**

1.	Make	
2.	Type	
3.	Refrigerating capacity of compressor (Ton)	
4.	Type of refrigerant	
5.	No. of compressors per unit of 10 Ton	
6.	Is capacity control provided	
7.	Type of capacity control	

### 3. Condenser

1.	Cooling Type	
2.	Mounting Type	
3.	Capacity per condenser	
4.	Discharge in cfm	
5.	Physical Data	
	a. Height	
	b. Width	
	c. Depth	
	d. Weight	
6.	No. of condensers per 10 Ton	
7.	Whether anti corrosion provided on the coil	

### 4. Evaporating Unit (Indoor Unit)

1.	Physical Data	
2.	Height	
3.	Width	
4.	Depth	
5.	Weight	
6.	Nominal cooling capacity	
7.	Material used for tube - for fins -	

8.	Whether supply air discharge is down through under false floor and return air from front/top	
9.	Sensible heat factor by which the cooling coil is designed	
10.	Supply air quantity (CFM) Minimum 6000 CFM	
11.	Number of cooling circuits	
12.	Number of blowers	
13.	CFM per blower	
14.	Type of blower	
15.	Noise Level (dB)	
16.	Remote monitoring/operation	

### 5. Expansion Device

1.	Type	
2.	Quantity	
3.	Make and Model	

### 6. Filter

1.	Type/Media	
2.	Quantity	
3.	size	

## 7. Miscellaneous Specifications

1.	Certifications/standards	
2.	Guaranteed fault repair time	
3.	Vibration level as per applicable standard	
4.	ISEER/STAR	

Place:

Date:

Signature of Tenderer

Name and Designation

Name of firm

Seal

## CHECKLIST

### COMMERCIAL CONDITIONS

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part- I.	
2.	EMD	DD/ Bank Guarantee/NEFT for <b>Rs</b> _____/- in favour of RBI Bengaluru No interest shall be payable on EMD.	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	03 months from 10 <sup>th</sup> day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	@0.25% of actual value of work per week subject to a maximum of 10% of the actual value.	
6	Penalty during warranty & AMC period	Rs. 500/- per day if defect is not rectified within 24 hours of intimation through phone/e-mail/fax as per details terms and condition in the tender.	
7	Guarantee	One year after the date of virtual completion.	
8	Terms of payment	As per terms and conditions	
9	Insurance	Shall include for 1. Contractor All Risk Policy including storage, installation, testing and commissioning etc., 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions	
10	Pre-dispatch inspection & tests at factory	Testing facility of equipment shall be made available at factory and same shall be carried out satisfactorily in presence of Bank's Engineer. Dispatch clearance will be given after inspection of material quality and successful performance at factory. In addition to above air quality tests will also be carried out at site conditions after running equipment for specified time before its final acceptance.	

Signature of the contractor \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal of the firm \_\_\_\_\_

## **Annexure 'A'**

### **Details of qualifying works done**

(Precision air conditioning system system Works completed during the last 5 years each qualifying minimum eligibility criteria)

<b>Sr.No.</b>	<b>Details</b>	<b>client (1)</b>	<b>client (2)</b>	<b>client (3)</b>
1	Name of the Organization where the precision air conditioning system has been installed and address.			
2	Name and contact Number/ email address of the in charge of the above work			
3	a Details of the work			
	b Make and model (Preferably mention the same make and model as offered to the Bank)			
	c Capacity of the precision air conditioning system			
4	Whether the work was carried out under Architect/ Consultant, if so, details.			

(Attach TDS certificate in case of private companies)

Date

Signature of Tenderer:



**Annexure B**

Client's Certificate Reg. Performance of Contractor

Name &amp; address of the Client

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

## **Annexure – ‘C’**

Format of Banker's certificate

### **CARE: To be uploaded along with Part-I of the tender**

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.):
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).  
2024-2025:  
2023-2024:  
2022-2023:
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank:
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.\_\_\_\_\_ Lakhs.

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Bengaluru.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

**Annexure – ‘D’**

**Details of Service Set up at Bengaluru**

<b>Sl.No.</b>	<b>Details of service Centre</b>	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spare parts of the precision air conditioner system have been stocked.	

Seal of company & Signature

**Annexure 'E'**

**Undertaking for no technical deviation**

We confirm that all technical terms and conditions and specifications of the Bank are acceptable to us. There will be no deviation proposed in the tender.

Seal & Signature of tenderer

Date:

## **Annexure 'F'**

### **Details of Bankers**

The details of our bankers in the following format are uploaded.

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone, FAX number and e-mail IDs
1	2	3	4	5

Seal of company

Signature

Name

Designation

Date

## **Annexure 'G'**

### **Format for power of attorney for signing of application/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 of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru\_including signing and submission of all documents and providing information / responses to Estate Department RBI, Bengaluru representing us in all matters before RBI Bengaluru, and generally dealing with RBI Bengaluru in all matters in connection with our proposal for the said Project.

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

#### **Note**

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

## **Annexure 'H'**

### **Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit**

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

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ between \_\_\_\_\_ (Name of Banker) having its registered office at \_\_\_\_\_ (place) and one of its local offices at \_\_\_\_\_ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-320 001 INDIA (hereinafter referred to as the Bank).

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. \_\_\_\_\_ Part 1 commercial conditions and special conditions has agreed to furnish a Bank Guarantee valid up to \_\_\_\_\_ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only).

6 This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above-named Bank.  
(Banker's Name and Seal)

Bank Manager  
(Banker's seal)



## **Annexure 'J'**

### **Proforma of Bank Guarantee for Security Deposit**

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

No. \_\_\_\_\_

Date: \_\_\_\_\_

To:

The Regional Director  
Reserve Bank of India  
Estate Department  
Bengaluru- 500 004

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) furnish able to you by Messers \_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru as per their Tender dated \_\_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_\_ INR(\_\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the

Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_

(INR \_\_\_\_\_ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm, or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof

being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

**Annexure 'K'****ECS/ NEFT mandate form****(Mandate for receiving payments through ECS /NEFT from RBI, Bengaluru****All entries should be filled in neatly and legibly in Capital letters**

Details of the Vendor												
1	Name of the Vendor											
2	Address of the Vendor											
3	Email ID of the Vendor											
4	Phone Number											
5	Mobile Number	0										
6	Contact Person											

PAN and GSTIN Details			
PAN.		PAN Card Holder Name	
GSTIN No.			

Bank account particulars of the Vendor																
1	Name of the Bank															
2	Name of the Branch															
3	Address of the Bank Branch															
4	IFS Code (11 digits)															
5	MICR Code (9 digits)															
6	Bank account type (SB-10/ CA-11 / CC - 13)															
7	Core Banking															

Account No.																			
-------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Please enclose the undernoted documents in support of the details mentioned above**

- (1) a blank cancelled CTS-cheque**
- (2) Photocopy of your PAN card**
- (3) Proof of GST registration**

**Declaration**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

**Date** \_\_\_\_\_

**Signature of the Vendor/ Account holder**

**Place** \_\_\_\_\_

**Vendor Common Seal**

**The Mail ID of Estate Department for Communication: [estatebangalore@rbi.org.in](mailto:estatebangalore@rbi.org.in)**

**Annexure 'L'**

**Complaint Escalation Matrix**

<b>Sl.no</b>	<b>Support Level</b>	<b>Name</b>	<b>Phone no.</b>	<b>E-mail ID</b>
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

**Signature & Seal of the firm**

**Annexure 'M' - Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India**

To,  
The Regional Director  
Reserve Bank of India  
Estate Department  
Bengaluru- 560 001.

Sir,

**Subject: Undertaking Letter of M/s \_\_\_\_\_ for participation in the bid for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of 5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main Office Building at Reserve Bank of India, Bengaluru**

I / We ..... (Name 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. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, 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 developmental projects.

*(Strikeout whichever of the above is not applicable).*

3. I /We hereby certify that ..... (Name of 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 I/we ..... (Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. 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 authorized signatory of the firm

Date:

**Annexure 'N'**

**Undertaking for maintenance confirmation by the tenderer**

To,  
The Regional Director  
Reserve Bank of India  
Bengaluru

Dear Sir

**Tender for Design, Supply, Installation, Testing and Commissioning of 02 Nos. of  
5.5 TR capacity Precision Air Conditioner System for DIT Server Room in Main  
Office Building at Reserve Bank of India, Bengaluru**

We hereby undertake to satisfactorily maintain the above system installed by us in your premises for a period of not less than 10 years from the date of handing over the system.

In the unlikely event of M/s \_\_\_\_\_ the original equipment manufacturers, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide to your satisfaction, by arranging required spares etc ourselves, within the rate quoted by us for the Comprehensive Annual Maintenance Contract for the period accepted as above.

Yours faithfully,

For \_\_\_\_\_

Seal and  
Authorised signatory